



INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Intergovernmental Agreement for Law Enforcement Services ("Agreement") is made by and among the Board of County Commissioners of Clear Creek County, Colorado ("County"), a political subdivision of the State of Colorado, on behalf of the Clear Creek County Sheriff's Office ("CCSO"), and the Town of Georgetown ("Town"), a territorial charter town located within the County, and together the "Parties."

RECITALS

WHEREAS, CCSO and the Town are authorized to enter into this Agreement pursuant to Section 18(2)(a) of Article XIV of the Constitution of Colorado and Colorado Revised Statutes Sections 29-5-104, 30-11-410 and 30-15-401(2)(a), as amended; and

WHEREAS, in December 2024, the Town entered into an agreement with the County/CCSO for CCSO to provide short-term law enforcement services; and

WHEREAS, upon the expiration of that original agreement, the Town and the County/CCSO have modified and/or extended the terms of CCSO's provision of law enforcement services to the Town through various amended agreements and memoranda of understanding; and

WHEREAS, the Parties have now determined it to be in their best interests to enter into this long-term Agreement for CCSO to provide law enforcement services to the Town pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The above Recitals are incorporated as part of this Agreement.
2. **Effective Date and Term.** The Term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue through November 30, 2030, unless terminated earlier pursuant to Section 6, below, or as a result of non-appropriation of funds, in accordance with Section 17, below.
3. **Scope of Law Enforcement Services.** Except for the periods described in Section 4, below, CCSO shall provide law enforcement services as follows:
 - 3.1 **Supervisor for Georgetown.** A CCSO supervisor (rank of sergeant or above) will be identified as a point of contact and the primary manager of deputies designated to work in Georgetown. This supervisor will also assume other CCSO responsibilities. In the absence of the designated supervisor, other CCSO supervisors will assume management duties for CCSO personnel working in Georgetown. CCSO shall retain exclusive control over the hiring, deployment and dismissal of CCSO personnel and equipment in accordance with CCSO's statutory authority and CCSO's policies and practices. CCSO shall maintain



supervisory responsibility and control over its deputies and other employees providing services hereunder.

- 3.2 Patrol Schedules. At full staffing, CCSO shall schedule up to a maximum of three deputies to provide a minimum combined patrol presence of 120 hours per week, subject to occasional, temporary adjustments arising from scheduled personal time off, sick leave, training or other excused absences, as determined by CCSO or designee. Additionally, CCSO will provide 24/7 coverage for calls for service, and will make reasonable and best efforts to provide consistent personnel assignments when practicable; however, it is understood that other factors may impact CCSO's deployment decisions regarding individual personnel. CCSO will strive to provide visibility during various times of a 24-hour period depending upon call volumes, staffing availability and mutual aid responsibilities. The Town will be notified when major changes in coverage are expected to occur.

- 3.3 School Resource Officer ("SRO") and Crossing Guard. The SRO assigned to Clear Creek County High School will, when time permits, provide limited assistance with Georgetown Community School ("GCS") events and issues. Primary responsibility for school related public safety activities will be directed to deputies designated to patrol Georgetown. That assistance will be arranged between CCSO and GCS. CCSO shall also provide GCS with a dedicated CCSO point of contact with whom GCS may communicate regarding non-emergency school-related assistance. Deputies designated to work in Georgetown pursuant to this Agreement will participate in GCS school-related public safety activities as time permits and may, at times, perform crossing guard functions (again, when time and staffing permit). All CCSO deputies understand the need to provide emergency assistance at any school within Georgetown when the need arises. This Agreement does not provide a full-time designated SRO and crossing guard for GCS.

- 3.4 Monthly Report of Services.
 - 3.4.1 Standard Report Form. Within 30 days of full execution of this Agreement, the Parties shall develop a form to record assorted public safety activities in Georgetown. CCSO shall maintain daily CAD-generated activity logs for CCSO's personnel in such a fashion that those records will include a separate geographical code for the Town so that proper statistical information may be kept to account for all the activities and services performed within and for the Town.

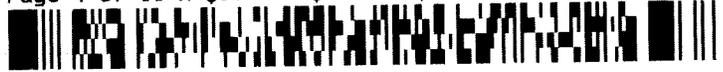
 - 3.4.2 CCSO shall produce and provide to the Town monthly reports of the in-progress call responses and authorized services provided by CCSO on behalf of the Town pursuant to this Agreement.

 - 3.4.3 The records of CCSO shall be open and available for inspection and audit by the Town Administrator or designee. The inspection of



Criminal Justice Records by the Town representatives shall be subject to the provisions of C.R.S. §§ 24-72-301 to 309.

- 3.4.4 Attendance at Town Board of Selectmen (“BoS”) Meetings. During the first 12 months of this Agreement, a representative of CCSO shall attend meetings of the BoS each month to offer service updates and observations, including calls for service and crime data, staffing updates, and general items of interest. After the first 12 months of this Agreement have passed, a CCSO representative shall attend meetings of the BoS quarterly to offer service updates and observations, including calls for service and crime data, staffing updates, and general items of interest.
- 3.5 Staff Assignment Notifications. Assignments shall be communicated to the Town Administrator, though necessary substitutions may occur with limited notice based on staffing and other service demands. CCSO shall make its best effort to communicate any such changes to the Town Administrator.
- 3.6 Community Policing Plan.
 - 3.6.1 Designated deputies are expected to provide professional, courteous, and supportive law enforcement services to the Town. The Parties’ expectation is for friendly and responsive interactions with residents, victims, business owners, etc. CCSO shall strive to meet those expectations while adhering to best law enforcement practices, as detailed in CCSO policies and procedures, and reflected in CCSO’s commitment to prioritizing the community’s well-being and safety. Attendance at community meetings and special events will routinely occur unless other priorities preclude attendance. Public safety or other demands may sometimes preclude attendance at an event, but CCSO’s intention is to participate when appropriate and available.
 - 3.6.2 Problem solving and partnerships with the Georgetown community are a key component to CCSO’s public safety strategy. Input from Town staff, citizens, etc., will be a routine factor.
 - 3.6.3 The actions of CCSO deputies are ultimately determined by state statute and constitutional mandates, CCSO’s office policies and procedures, and supervisor/command direction.
- 3.7 Special Community Events. CCSO will endeavor to participate in any and all special events as requested by the Town Administrator depending on available CCSO staffing and law enforcement priorities. The Town shall make its best effort to provide a minimum advanced notice of at least 90 days to CCSO to adequately schedule personnel. Law enforcement services provided during special events by deputies assigned to Georgetown are included in the Compensation paid by the Town under Section 5 of this Agreement; however, there may be periods when full staffing (i.e., three deputies) has not yet been



achieved or is not maintained by CCSO. In those instances, the Compensation terms of Section 5 only include deputies who are then currently assigned to Georgetown. If the Town desires that additional deputies participate in a special event, the Town shall pay CCSO the customary special event rate of \$100 per hour per deputy. Specific community events benefiting from CCSO support and participation include, but are not limited to, Fourth of July, Leaf Peeping, Christmas Market, Georgetown Pond Hockey, and a coordinated National Night Out with the Town of Empire. CCSO will endeavor to participate in these events with the understanding that unforeseen circumstances may impact available staffing.

- 3.8 Grievance/Complaint Process. The initial point of contact for grievances/complaints from members of the public related to the law enforcement services shall be the designated CCSO Georgetown supervisor. In the event this person cannot resolve the issue, or is the source of the issue, grievances/complaints shall be elevated to CCSO command staff in order of rank (lieutenant, captain, etc.). Grievances/complaints from the public shall be reported to the Town Administrator as information, provided however, the Town Administrator shall not be involved in the resolution or response to the public on such matters.
- 3.9 Public Information Officer. The CCSO Communications Manager is not intended as a replacement for Georgetown's existing communication efforts but may provide public information through media outlets and CCSO social media platforms related to CCSO activities within the town when appropriate. CCSO may partner with the Town as deemed necessary to provide accurate and timely public safety information. If a newsletter is published by CCSO, information related to public safety issues in the Town may be incorporated. CCSO will use its best efforts to notify the Town Administrator prior to release of public information concerning law enforcement matters within the Town.
- 3.10 Compliance with Statutory Reporting Compliance. While providing the Town's law enforcement services, CCSO shall comply with statutory reporting mandates, records retention and release, etc.
- 3.11 Investigations and Evidence. CCSO shall provide criminal investigative services -- with assistance from other law enforcement entities when necessary -- including evidence collection, retention, and release for Georgetown. These services will be provided at no additional cost to the Town unless CCSO is billed by such other agencies, in which case the Town shall reimburse CCSO upon prior written approval by the Town and receipt of an invoice.
- 3.12 Human Resources and Finance Support.
 - 3.12.1 As it relates to employees hired by CCSO who work directly with, or in support of Georgetown, personnel shall be managed through CCSO and/or Clear Creek County Human Resources.



- 3.12.2 Financial support in relation to this Agreement shall be handled by the Clear Creek County Finance Department, or other designated County division.
- 3.13 Policies and Procedure. CCSO shall maintain complete control and decision-making authority regarding CCSO policies and procedures. CCSO shall provide the Town with physical or electronic access to CCSO policies and procedures, subject to restrictions set forth in the Colorado Open Records Act. Town officials may suggest or comment on policies and procedures directly affecting public safety services in the Town with the understanding that changes based on those suggestions or comments are entirely at the discretion of CCSO.
- 3.14 Patrol Vehicle Markings. CCSO shall affix signs that read “Serving Georgetown” to designated, marked patrol units used for patrol activities in the Town. CCSO shall bear the cost of those signs. Town officials may provide input, but the design and size of the signs will be at the discretion of CCSO to ensure compatibility with the current vehicle aesthetic.
- 3.15 Code Enforcement.
- 3.15.1 CCSO deputies and community enforcement officers are granted authority under this Agreement to enforce Georgetown municipal ordinances, though final discretion on use of the appropriate state statute, county ordinance, or municipal ordinance rests with the involved deputy/officer. Preference in writing citations shall be given to writing them as Georgetown municipal code violations, despite the existence of an eligible and equivalent state violation or County ordinance violation.
- 3.15.2 CCSO officers shall use citation forms which: (a) allow space for writing the appropriate Town, County, or State charge citation; and (b) include a check box that indicates it involved a Georgetown location.
- 3.15.3 All fine revenue (less court costs) from citations shall be paid to Georgetown.
- 3.15.4 All citations shall be written into Clear Creek County Court provided, however, that in the event Georgetown wishes in the future to require Town code violations to be written into municipal court, Georgetown shall be responsible for establishing and funding an acceptable mechanism of prosecution and court process for such municipal ordinance violations.
- 3.15.5 Georgetown Municipal Code. The Town shall provide CCSO with a schedule of fines for use by CCSO when enforcing municipal codes.
- 3.16 Vehicle Disposition. CCSO shall utilize Town patrol vehicles initially until new vehicles are acquired through the County’s fleet leasing plan. Maintenance costs for the Town vehicles shall be paid for by CCSO. When new vehicles are acquired and added to the rolling stock in assignments where Georgetown vehicles are currently in use, the Town vehicles shall be returned to the Town



for disposal via auction or reassigned to other Town functions. Georgetown vehicles currently in use by the CCSO will be retained and utilized until replacement by new vehicles.

3.17 Dispatch and Jeffcom911.

3.17.1 Funding Jeffcom911 communication services for the Town is the responsibility of the Town, continuing the financial mechanism already in place. Jeffcom911 is a completely separate entity from CCSO.

3.17.2 Jeffcom911 is the approved and established method of requesting emergency and non-emergency public safety assistance (CCSO, fire services, EMS). This does not preclude person-to-person telephone or electronic communication between CCSO personnel and Town officials, residents, business owners, etc. for issues not requiring an immediate law enforcement response (ongoing non-urgent problems, safety questions, etc.). All urgent law enforcement-related calls for service shall go through Jeffcom911.

3.17.3 CCSO shall be the point of contact with Jeffcom911 with regard to monitoring performance, addressing any reporting issues or concerns to the Town Administrator when required.

3.18 Changes to Scope of Law Enforcement Services. Proposed changes to the Scope of Law Enforcement Services provided by this Agreement shall first be brought to the designated CCSO Supervisor and the Town Administrator. Implementation of proposed changes shall require formal amendment of the Agreement.

4. **Ramp-Up Period and Periods of No Primarily Assigned Deputies.**

4.1 This Agreement contemplates that full staffing includes three deputies assigned to the Town. CCSO anticipates that full staffing may take up to a year from the effective date to achieve, with the first deputy likely being assigned to Georgetown in the second quarter of 2026. As such, for the period from the effective date of this Agreement through the date that the first deputy is assigned to Georgetown (“Ramp-Up Period”), the compensation methodology outlined in Section 5, below, shall not apply. Instead, the Town shall pay CCSO a flat rate of \$12,500 per month. Law enforcement services during the Ramp-Up Period shall include, but are not limited to: a Supervisor for Georgetown (see sub-section 3.1 for details); 24/7 coverage for calls for service; law enforcement response to school related calls for service, and participation with other school related activities when time and staffing permit (see sub-section 3.3 for greater detail); PIO coverage including social media; records maintenance, release, destruction, court transfer, and statutory reporting; body-worn camera maintenance, release and court transfer; evidence intake, maintenance and release; administrative oversight, policy, technology, human resources and financial accounting for all related activities. CCSO shall also endeavor to



provide patrol coverage and visibility of two hours per day.

- 4.2 The Parties acknowledge that, after the Ramp-Up Period, despite best efforts by CCSO to primarily assign one or more deputies to Georgetown, there may be periods during the Term of this Agreement when staffing shortages prevent that goal being achieved. If a period of no assigned deputy exists beyond one month, the compensation methodology outlined in Section 5, below, shall not apply; instead, the flat-rate compensation model and related law enforcement coverage described in subsection 4.1, above, shall apply until such time as CCSO is once again able to assign a deputy primarily to the Town.

5. **Compensation.**

- 5.1 **Quarterly Payments.** The Town shall remit payment to the County within thirty (30) days following the commencement of each calendar quarter.
- 5.2 **Quarterly Rate.** The payment amount shall be Fifty-Two Thousand Seven Hundred Fifty Dollars (\$52,750.00) per deputy assigned to provide patrol services to the Town at the start of the quarter.
- 5.3 **Annual Cost.** This Agreement contemplates that full staffing includes three deputies assigned to the Town as outlined in sub-section 3.2, above, with a total, not-to-exceed Annual Cost of \$633,000. Any costs associated with special event coverage by deputies not assigned to Georgetown are billed separately and not included in the Annual Cost.
- 5.4 **Prorated Payments.** In the event that a deputy begins providing patrol services to the Town after the first day of a calendar quarter, the payment for that deputy shall be prorated based on the number of days within the quarter during which services are provided. The prorated amount shall be included with the next quarterly payment due.
- 5.5 **Deputy Separation and Replacement.** Should a deputy assigned to the Town separate from service after payment for that quarter has been made, the County shall retain the payment received for that quarter to cover costs associated with recruitment, hiring, and training of a replacement deputy. No additional quarterly payments shall be due for that position until a replacement deputy has been assigned to and is actively providing patrol coverage for the Town.

6. **Termination.** This Agreement may be terminated for any reason by CCSO or the Town by giving a one years (365 days') notice to the other Party in the manner set forth in Section 7, below.

7. **Notices.**

- 7.1 **Key Notices.** "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection b, below) when transmitted, if



transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

To the Town: Town Administrator
Town of Georgetown
404 6th Street
PO Box 426
Georgetown, Colorado 80444
Email: townadmin@townofgeorgetown.us

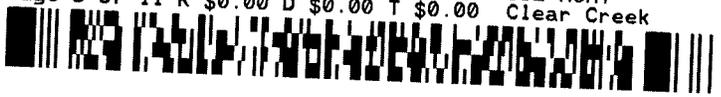
With a Copy to: Gerald Dahl, Town Attorney
Murray Dahl Beery Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
Email: gdahl@mdbrlaw.com

To CCSO:: Ron Thornton, Sheriff
Clear Creek County Sheriff's Office
405 Argentine Street
PO Box 2000
Georgetown, Colorado 80444
rthornton@clearcreeksheriff.us

To the County: Colton Rohloff, County Manager
Clear Creek County
405 Argentine Street
PO Box 2000
Georgetown, Colorado 80444
Email: crohloff@clearcreekcounty.us

With a copy to: Peter A. Lichtman, County Attorney
Clear Creek County Attorney's Office
P.O. Box 2000
Georgetown, CO 80444
E-Mail: plichtman@clearcreekcounty.us

All Key Notices to County shall include a reference to the Agreement.



7.2. **Electronic Mail.** The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic mail” means email.

8. **Responsibility and Liability.** CCSO and its employees providing services shall be and remain employees of the County/CCSO and no such employee shall have any claim or right to compensation, pension, or other benefit of employment from the Town. The Town does not assume any liability for the direct payment of salary, wage, or other form of compensation to any CCSO employee providing services hereunder nor for any compensation or indemnity to any individual for injury or illness arising out of the provision of services hereunder. CCSO and the Town shall each remain responsible and liable for the acts and omissions of their own employees, consistent with applicable law.

9. **Governmental Immunity.** Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by County and the Town. In addition, anything in this Agreement which purports to create a contractual obligation by County or the Town to do an act or be liable for something for which County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void .

10. **Insurance.** The Parties shall each maintain their own insurance coverage in accordance with law.

11. **Choice of Laws and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The County/CCSO and the Town agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County, Colorado, in the 5th Judicial District for the State of Colorado.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between CCSO and the Town concerning the provision of law enforcement services to the Town by CCSO. This Agreement may not be amended except by a written document executed by both Parties.

13. **No third-party beneficiaries.** This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

14. **No Discrimination.** The Parties shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of



race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation.

15. **Signatories.** The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

16. **Accessibility Statement.** Consultant acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), as amended (42 U.S.C. Sec. 1201, et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Consultant shall make good faith efforts to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County including, but not limited, to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701, et. seq.; the Colorado Anti-Discrimination Act, C.R.S. 24-34-401, et. seq., as amended; and, the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101, et. seq. Such compliance may include, but not be limited to, supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with version 2.1 Level AA of the Web Content Accessibility Guidelines (<https://www.w3.org/TR/WCAG21/#background-on-wcag-2>) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Consultant shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

17. **Budget Appropriation.** Notwithstanding anything to the contrary contained in this Agreement, neither County/CCSO nor the Town shall have any obligations under this Agreement, nor shall any payment be made with respect to any period or Services performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the Town or the County, as appropriate, in accordance with a budget adopted by the Board of County Commissioners or the Board of Selectmen, as appropriate, in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 *et seq.*), and the TABOR Amendment (Constitution, Article X, Sec. 20).

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

TOWN OF GEORGETOWN

By: Georgia Kofoed
Georgia Kofoed, Police Judge

Date: 12/2/25

ATTEST:

Brigitte Korte, Town Clerk

CLEAR CREEK COUNTY
by and through its
Board of County Commissioners

By: George Marlin
George Marlin, Chair

ATTEST: Amey B. Hundricks
Deputy Clerk and Recorder
for Brenda L. Corbett
Clear Creek County Clerk and Recorder

CLEAR CREEK COUNTY SHERIFF

By: Ron Thornton
Ron Thornton, Sheriff

