

**AGENDA
OURAY CITY COUNCIL**

Monday, October 5, 2026 - 4:00 PM

**Ouray Community Center
320 6th Ave
Ouray, CO 81427**

VIRTUAL OPTION - <https://zoom.us/j/9349389230>

Meeting ID: 934 938 9230 Passcode: 491878 Or dial: 408 638 0968 or 669 900 6833

Ouray City Council Work Session

- Changes to this agenda can be found on the bulletin board at City Hall
- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Notice is hereby given that a majority or quorum of the Planning Commission, Ouray Economic Development Committee, Beautification Committee, Tourism Advisory Committee, Main Streets Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

1. CALL TO ORDER
2. DISCUSSION ITEMS
 - a. Ouray County Sheriff Agreement
 - a. Presentations (4 pm)
 - b. Council and Commissioners Questions (4:30 pm)
 - c. Public Comment (5 pm)
 - d. Council and Commissioners Deliberations & Next Steps (5:30 pm)

**INTERGOVERNMENTAL AGREEMENT FOR FULL LAW ENFORCEMENT
SERVICES**

BETWEEN

THE COUNTY OF OURAY, COLORADO

AND

THE CITY OF OURAY, COLORADO

RECITALS

THIS INTERGOVERNMENTAL AGREEMENT FOR FULL LAW ENFORCEMENT SERVICES ("Agreement") is entered into by and between the COUNTY OF OURAY, COLORADO, a political subdivision of the State of Colorado ("County"), acting through the Ouray County Sheriff's Office and Board of County Commissioners and the CITY OF OURAY, COLORADO, a Colorado municipal corporation ("City"), acting through its City Council:

WHEREAS, the County is a political subdivision of the State of Colorado authorized to enter into intergovernmental agreements pursuant to Sections 29-1-201 through 29-1-206, Colorado Revised Statutes; and

WHEREAS, the City is a Colorado municipal corporation authorized to enter into intergovernmental agreements pursuant to Colorado law; and

WHEREAS, the Sheriff of Ouray County is a locally elected, independent constitutional officer of the State of Colorado possessing powers and duties established by the Colorado Constitution and Colorado Revised Statutes; and

WHEREAS, C.R.S. § 30-11-410 authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality; and

WHEREAS, due to ongoing operational difficulties maintaining the City police department, the City and County entered into an *Intergovernmental Agreement Regarding the Provision of Law Enforcement Services – City of Ouray* on December 18, 2025, as amended in April 2026 by *Amendment No. 1* to that Intergovernmental Agreement, which was intended to be a temporary arrangement; and

WHEREAS, continued operational and financial difficulties have impacted the City's ability to maintain a police department, and at a duly noticed public meeting held on June 1, 2026, City

Council directed City staff to work with the Sheriff to propose a contract for the provision of full law enforcement services; and

WHEREAS, the City has determined that contracting with the County for law enforcement services is in the best interests of the health, safety, and welfare of the residents, businesses, visitors, and taxpayers of the City; and

WHEREAS, the City desires to contract with the County for the provision of full law enforcement services during the term of this Agreement; and

WHEREAS, the parties acknowledge that this Agreement is intended to establish a long-term operational evaluation period during which the Ouray County Sheriff's Office shall serve as the primary law enforcement agency within the City; and

WHEREAS, the parties further acknowledge that nothing in this Agreement shall prohibit the City from re-establishing or creating a municipal police department, and

WHEREAS, the County is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the parties desire to establish clear responsibilities regarding law enforcement services, records management, evidence management, compensation, liability, and operational authority; and

WHEREAS, the governing bodies of the County and City, and the Sheriff find that entering into this Agreement serves a valid public purpose and promotes public health, safety, and welfare;

NOW, THEREFORE, now therefore, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Agreement

"Agreement" means this Intergovernmental Agreement for Full Law Enforcement Services, including all exhibits, attachments, amendments, and incorporated documents.

1.2 City

"City" means the City of Ouray, Colorado.

1.3 County

"County" means the County of Ouray, Colorado.

1.4 Sheriff

"Sheriff" means the duly elected Sheriff of Ouray County or the Sheriff's authorized designee.

1.5 Sheriff's Office

"Sheriff's Office" means the Ouray County Sheriff's Office and all employees, deputies, investigators, supervisors, reserve personnel, volunteers, and authorized agents thereof.

1.6 Law Enforcement Services

"Law Enforcement Services" means all services customarily provided by a Colorado law enforcement agency, including patrol, investigations, traffic enforcement, emergency response, ordinance enforcement, proactive operations (to include all community policing), special event operations, and related school and public safety functions.

1.7 Emergency Event

"Emergency Event" means any incident requiring extraordinary public safety response, including wildfire, flood, mass casualty incident, civil disturbance, evacuation, mass shooting, declared emergency, terrorism incident, or other natural or manmade disaster.

1.8 Special Event

"Special Event" means any organized event requiring law enforcement planning, staffing, traffic control, crowd management, or public safety operations.

1.9 Records

"Records" means reports, recordings, electronic files, body-worn camera recordings, CAD records, evidence logs, photographs, documents, and other information generated or maintained by the Sheriff's Office.

1.10 Evidence

"Evidence" means property, documents, recordings, photographs, physical items, digital evidence, or other materials collected or maintained as part of a law enforcement investigation or enforcement action.

ARTICLE 2

PURPOSE

2.1 Purpose

The purpose of this Agreement is to establish the terms and conditions under which the County shall provide full law enforcement services within the City through the Ouray County Sheriff's Office.

2.2 Intent

The parties intend that the Sheriff's Office serve as the designated local law enforcement agency within the City during the term of this Agreement.

2.3 Public Safety Objective

The parties acknowledge that the primary objective of this Agreement is the protection of public safety and the preservation of effective law enforcement services for the City's residents and visitors.

2.4 No Permanent Obligation

The parties expressly acknowledge that this Agreement establishes a limited-term arrangement and shall not create any obligation requiring the County to provide municipal law enforcement or other services beyond the stated term and purpose of the Agreement.

ARTICLE 3

SCOPE OF LAW ENFORCEMENT SERVICES

3.1 General Services

The Sheriff's Office shall provide full law enforcement services within the City consistent with Colorado law, Sheriff's Office policy and procedure, operational priorities, and available resources.

3.2 Patrol Services

Services may include:

- Respond to calls for service
- Proactive functions
- Directed patrol
- Foot patrol
- Community policing
- Traffic enforcement
- Business checks

- Vacation checks
- Public safety outreach

3.3 Criminal Investigations

The Sheriff's Office shall investigate criminal offenses occurring within the City in accordance with the Sheriff's Office policy and procedure, and Colorado law.

3.4 Traffic Enforcement

The Sheriff's Office will conduct traffic enforcement and investigate traffic crashes occurring within the City.

3.5 Emergency Response

The Sheriff's Office shall provide emergency response services consistent with Sheriff's Office policy and procedure. Response to any Emergency Event shall be in accordance with County Resolution 2024-043, Establishing a Multi-Jurisdictional Emergency Operations Plan (previously approved by both County and City), as amended, and other applicable laws, regulations, and policies. Nothing in this Agreement shall be interpreted to supersede the Multi-Jurisdictional Emergency Operations Plan, as amended, or to obligate the County to prioritize or provide special funding or resources for Emergency Events for the City unless as otherwise determined by the Sheriff, or as agreed upon between the County Sheriff, County Manager, and City Administrator or their designees. During Emergency Events, or other major incidents or critical events, the Sheriff may deploy personnel and resources as necessary to protect public safety throughout Ouray County.

3.6 Special Events

The Sheriff's Office shall coordinate law enforcement operations for Special Events occurring within the City as provided elsewhere in this Agreement, subject to funding and available resources.

ARTICLE 4

STAFFING AND COVERAGE

4.1 Sheriff's Authority

The Sheriff shall retain sole authority and sole discretion regarding staffing, deployment, supervision, training, scheduling, and assignment of Sheriff's Office personnel.

4.2 Coverage Levels

Coverage shall be determined by the Sheriff based upon:

- Call volume
- Seasonal demands
- Community needs
- Staffing levels
- Public safety priorities
- Available resources

4.3 Supervisory Support

The Sheriff's Office shall maintain supervisory oversight and sole discretion for services provided under this Agreement.

4.4 Mutual Aid

Nothing in this Agreement shall limit the Sheriff's authority to request or provide mutual aid assistance pursuant to law or mutual aid agreements.

ARTICLE 5

MUNICIPAL ORDINANCE ENFORCEMENT

5.1 Enforcement Authority

The Sheriff's Office may enforce municipal ordinances authorized by law and identified by the City, and may enforce other criminal offenses and civil infractions within the City, including statutory violations, at the sole discretion of the Sheriff's Office. The City shall make a copy of active municipal ordinances and associated penalties available to the Sheriff's Office, for enforcement purposes. The Sheriff's Office shall issue citations into City Municipal Court for violations of municipal ordinances as appropriate.

5.2 Enforcement Discretion

Deputies and the Sheriff's Office chain of command (including all supervisors and elected and appointed officials) shall retain full discretion regarding:

- Citations
- Arrests
- Charging decisions, including but not limited to selection of applicable state, federal, or municipal court(s) per Section 7.1 of this Agreement.
- Investigations
- Enforcement priorities

consistent with Colorado law and the Sheriff's Office policy.

5.3 Excluded Services

Unless otherwise agreed in writing, the Sheriff's Office shall not be responsible for:

- Building code enforcement
- Zoning enforcement
- Planning enforcement
- Property maintenance enforcement
- Civil code enforcement activities

5.4 Prosecutorial and Municipal Judge Coordination

The City shall designate appropriate municipal prosecutorial and municipal judge resources necessary for the enforcement and adjudication of municipal ordinances under C.R.S. 31-4-208, the City Home Rule Charter, and other law.

ARTICLE 6

TRANSITION OF LAW ENFORCEMENT SERVICES

6.1 Purpose

The parties acknowledge that the City has elected to contract with the County for the provision of full law enforcement services during the term of this Agreement. Due to operational and financial difficulties associated with providing law enforcement services at levels required to meet the needs of the community, the City has determined that provision of full law enforcement services by the Sheriff's Office is in the best interests of the citizens of the City.

The purpose of this Article is to establish a framework for the orderly transition of law enforcement responsibilities while ensuring uninterrupted public safety services. The parties agree and acknowledge the County has already been providing law enforcement services to the City on a temporary, contractual basis. Therefore, this Agreement shall repeal and replace the previous *Intergovernmental Agreement Regarding the Provision of Law Enforcement Services – City of Ouray*, between the parties, as amended April 28, 2026.

6.2 Assumption of Services

Beginning on the Effective Date of this Agreement, the Sheriff's Office shall serve as the primary law enforcement agency within the City and shall assume responsibility for law enforcement services identified in this Agreement.

6.4 Existing Municipal Police Operations

Nothing contained herein shall require the City to permanently dissolve or prohibit the future re-establishment of a municipal police department.

6.5 Employment Matters

Nothing in this Agreement shall require the County to employ any current or former City employee. The City shall indemnify and hold the County harmless for any claims from current City employees involved with the provision of law enforcement services, which claims the City knows about or reasonably should have known about as of the effective date of this Agreement, to the extent allowed by applicable law.

Any employment decisions involving any potential hiring of former City personnel shall remain solely within the discretion of the Sheriff and County, and nothing in this Agreement shall obligate or imply the Sheriff and County are required or have any liability to hire any former City personnel.

6.6 Equipment and Property

Any transfer, lease, loan, purchase, or use of City-owned law enforcement equipment shall be governed by a separate written agreement approved by both parties. The County Sheriff, County Manager, and City Administrator (or their designees) are authorized to execute agreements regarding the appropriate transfer, lease, loan, purchase, or use of City-owned law enforcement equipment, which equipment shall be identified in an equipment inventory list exchanged initially and annually between the City Administrator, County Manager, and County Sheriff, as may be revised.

6.7 Public Communications

The parties shall coordinate public communications regarding the implementation of this Agreement and any future transition activities.

ARTICLE 7

COURT SERVICES

7.1 Court Appearances

Deputies and employees of the Sheriff's Office shall appear before municipal, county, state, or federal courts as required by law regarding matters arising from services provided under this Agreement.

7.2 Reports and Documentation

The Sheriff's Office shall prepare reports, affidavits, citations, warrants, and related documents necessary for prosecution and adjudication of matters arising within the City.

7.3 Municipal Court Administration

The City shall remain responsible for:

- Municipal Court administration
- Court scheduling
- Court clerks
- Municipal prosecution
- Collection of fines and fees
- Court record retention

7.4 Charging Authority

Nothing in this Agreement shall limit the discretion of deputies to pursue municipal, county, or state charges as authorized by law.

ARTICLE 8

RECORDS, EVIDENCE, AND DISCOVERY

8.1 Ownership of Records

All law enforcement records created by the Sheriff's Office pursuant to this Agreement shall remain the property and responsibility of the Sheriff's Office and Ouray County.

8.2 Records Management

The Sheriff's Office shall maintain records in accordance with:

- Colorado Criminal Justice Records Act (CCJRA)
- Colorado Open Records Act (CORA)
- Colorado and Local Records Retention Requirements
- Applicable Sheriff's Office policies and procedures

8.3 Body-Worn Camera Recordings

Body-worn camera recordings shall be maintained and released in accordance with Colorado law and the Sheriff's Office policy.

8.4 Evidence Management

The Sheriff's Office shall maintain responsibility for:

- Evidence collection
- Evidence storage
- Chain of custody

- Evidence processing
- Evidence disposition

8.5 Discovery Requests

The Sheriff's Office shall cooperate with prosecuting attorneys regarding criminal and municipal discovery obligations, to the extent required by applicable law and court rules.

8.6 Public Records Requests

Requests involving Sheriff's Office records shall be reviewed and processed by the Sheriff's Office in accordance with applicable law, policies, and regulations.

8.7 Data Systems

All Sheriff's Office databases, electronic and other files, CAD systems, RMS systems, evidence systems, and related law enforcement technology (hereinafter "Data Systems") shall remain under the exclusive control of the Sheriff's Office, including any necessary transfer, custody, control, and retention of any Ouray Police Department Data Systems required to effectuate the provisions of this Agreement. The Sheriff's Office has the right, but not the obligation, to access and/or review any closed, archived, or other Ouray Police Department Data Systems maintained by the City, in order to effectuate the provisions of this Agreement. Nothing in this Agreement shall require the Sheriff's Office to permanently assume custody, control, and/or retention of any Ouray Police Department Data Systems. The Sheriff's Office retains discretion to ensure an orderly logistical transfer and transition of necessary Data Systems.

8.8 Policies and Procedures

The Ouray County Sheriff's Office Policy Manual is regularly updated, and an electronic copy of the Policy Manual is available for inspection upon request.

ARTICLE 9

PERSONNEL AND EQUIPMENT

9.1 Personnel

The Sheriff's Office shall provide personnel necessary to perform services under this Agreement, implementing 4 full-time deputies, a full-time sergeant, a full-time investigator, and additional associated personnel which are initially identified by the Sheriff in Exhibit A, as may be revised, to fulfill the appropriate staffing levels, subject to staffing availability and operational requirements. In the event of any reasonably unforeseen, material shortfall in service and staffing levels, the parties agree to meet and confer on any appropriate response, through the County Sheriff, City Administrator, and County Manager, or their designees, and may agree to amend

Exhibit A to adjust compensation from the City to the County to reflect such change in service levels. The parties shall maintain agency contact lists for internal contact information necessary to fulfill this Agreement. The parties, through the Sheriff, City Administrator, and County Manager, shall re-evaluate needs for full-time and part-time employees on an annual basis during the budget process.

9.3 County Equipment

The County shall provide and maintain equipment necessary to perform law enforcement services, including:

- Patrol vehicles
- Radios
- Mobile data terminals
- Body-worn cameras
- Firearms
- Less-lethal equipment
- Uniforms
- Technology systems

9.4 Facilities

The parties may enter into separate agreements concerning facility use, office space, storage areas, or related operational needs, to effectuate the provisions of this Agreement, which may be approved by the County Sheriff, County Manager, and City Administrator or their designee.

9.5 Maintenance

The County shall remain responsible for the maintenance and replacement of County-owned equipment.

ARTICLE 10

LIABILITY, IMMUNITY, AND INSURANCE

10.1 Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of any protections, immunities, limitations, or defenses available under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.

10.2 Responsibility for Acts and Omissions

Each party shall be responsible for its own acts and omissions and those of its officers, employees, agents, and representatives.

10.3 No Employment Relationship

Employees of the Sheriff's Office shall remain employees of Ouray County and shall not be considered employees of the City for any purpose.

10.4 Insurance

The County Sheriff, County Manager, and City Administrator, and their legal counsel, or their designees, shall cooperate to identify required insurance and costs associated thereto, for each annual year. Each party shall maintain coverage or self-insurance as authorized by Colorado law, including:

- General Liability
- Automobile Liability
- Public Officials Liability
- Law Enforcement Liability
- Workers' Compensation

10.5 Cooperation in Claims

The parties shall cooperate in the investigation, defense, and resolution of third-party claims arising from activities conducted under this Agreement. Each party remains individually responsible for any claim which is known to a party, or reasonably should have been known to a party, prior to the effective date of this Agreement. Claims between the parties to this Agreement (i.e. not third-party claims) shall be reviewed and resolved in accordance with Section 16 herein.

10.6 Peace Officer Liability

Claims involving peace officers shall be handled in accordance with applicable Colorado law, including C.R.S. § 13-21-131, C.R.S. § 24-10-101 et seq., and any successor statutes.

10.7 Survival

The provisions of this Article shall survive expiration or termination of this Agreement to the extent necessary to resolve claims arising during the term of the Agreement.

ARTICLE 11

COMPENSATION AND FUNDING

11.1 Compensation

In consideration for the services provided pursuant to this Agreement, the City shall compensate the County in accordance with Exhibit A attached hereto and incorporated herein by reference. The County shall use the funds from the City solely for the Sheriff's Office and affiliated County agencies to cover law enforcement services for the City as provided in this Agreement, including

associated administrative, overhead, operational, and other costs as identified in this Agreement and Exhibit A, as may be revised. The County shall use compensation provided pursuant to this Agreement for the purposes identified above.

11.2 Annual Budget Process

Compensation shall be determined annually through the County and City budget process and shall be reflected in Exhibit A, as may be amended.

The parties acknowledge that compensation may be adjusted annually based upon operational costs and budgetary considerations. The parties acknowledge that certain overhead costs may be difficult to identify and quantify, and flat fee payment may be necessary depending on the circumstances, as subject to negotiations and approval between the parties.

11.3 Cost Components

Compensation may include costs associated with:

- Personnel salaries and wages
- Employee benefits
- Retirement contributions
- Workers' compensation
- Patrol vehicles
- Fuel and maintenance
- Dispatch services
- Records management
- Evidence management
- Technology systems
- Training
- Administrative, human resources, and IT support
- Civil and advisory legal support, including civil litigation defense
- Insurance premiums and deductibles
- Supervisory support
- Office space
- Other overhead costs
- General Law Enforcement Equipment, ie: BPV, flashlights, etc.

11.4 Quarterly Payments

Unless otherwise agreed in writing, payments shall be made quarterly in accordance with specific quarterly dates agreed upon between the County Sheriff, County Manager, and City Administrator, or their designees.

11.5 Extraordinary Costs

The City will reasonably reimburse the County for extraordinary expenses, to the extent allowed by applicable law, and as negotiated between the City and County in good faith, for those extraordinary expenses associated with:

- Emergency Events
- Major investigations
- Special Event staffing
- Insurance Deductibles
- Costs of Housing Inmates
- Costs of Vehicle Replacement
- Other extraordinary expenses, on a case-by-case basis, as determined by the Sheriff, City Administrator, and County Manager, or their designee(s).

11.6 Non-Appropriation

The obligations of the parties under this Agreement remain subject to annual appropriation of funds in accordance with Colorado law and Article X, Section 20 of the Colorado Constitution.

ARTICLE 12

REPORTING AND PERFORMANCE REVIEW

12.1 Monthly Reports

The Sheriff's Office shall provide monthly activity reports summarizing law enforcement activities occurring within the City, which may require appropriate redactions, aggregation of data, or withholding for confidential information as necessary (e.g. juvenile records, confidential informants, ongoing investigations, etc.).

Reports may include:

- Calls for service
- Arrests
- Citations
- Traffic crashes
- Criminal investigations
- Community policing activities
- Special event operations
- Significant incidents

12.2 Quarterly Meetings

Representatives of the Ouray County Sheriff's Office and City shall meet quarterly to discuss:

- Service delivery
- Operational concerns
- Public safety trends
- Budget considerations
- Community issues

12.3 Annual Review

The parties shall conduct an annual review of this Agreement and the services provided pursuant thereto, as specified herein.

ARTICLE 13

SPECIAL EVENTS AND EXTRAORDINARY OPERATIONS

13.1 Coordination

The City shall provide reasonable advance notice of special events requiring law enforcement support, ideally 60 days advance notice if possible, including regular notice of City special permit application review.

13.2 Covered Events

Special events may include:

- Fourth of July celebrations
- Ouray Jeep events
- Ouray Ice Festival
- Music festivals
- Community celebrations
- Public demonstrations
- Sporting events
- Parades

13.3 Operational Plans

The Sheriff's Office may prepare operational plans for events requiring enhanced law enforcement services.

13.4 Cost Recovery

Extraordinary staffing or operational costs may be reimbursed pursuant to Section 11.5, above.

13.5 Emergency Authority

Nothing contained herein shall limit the Sheriff's authority to deploy personnel and resources in response to emergencies occurring within or outside the City. Nothing herein shall be interpreted to require the Sheriff to prioritize City requests above other requests, calls, public safety needs, and operational needs within the entire County, along with inter-jurisdictional requests and calls. The Sheriff or designee shall have sole discretion regarding prioritization of available law enforcement services.

ARTICLE 14

TERM AND RENEWAL

14.1 Term

This Agreement shall become effective on the date of the last signature herein ("Effective Date") and shall remain in effect through December 31, 2027, unless terminated earlier, renewed, or modified, pursuant to this Agreement.

14.2 Fixed-Term Agreement

The parties acknowledge that this Agreement is intended as a fixed-term, annual, recurring law enforcement services agreement, subject to renewals, modifications, or terminations as allowed herein.

14.3 Initial Evaluation Period

No later than September 1, 2027, the County Sheriff, County Manager, and City Administrator, shall meet to evaluate the following items, and prepare appropriate reporting to the governing bodies, for purposes of potential renewal, budgeting in accordance with Section 20.2 of this Agreement, and initial evaluation, on:

- Service effectiveness
- Staffing needs
- Community satisfaction
- Financial impacts
- Future service options

14.4 Renewal

Any extension or renewal of this Agreement shall require written approval by the County Sheriff, City Council, and Board of County Commissioners, for the initial annual renewal for calendar year 2028. Subject to the appropriation of funds or other termination or modification as provided herein, this Agreement shall automatically renew for 2029 and further years, including minor modifications and reasonable funding increases of up to 5% annual increases as negotiated in good faith, which may be approved in writing by the City Administrator, County Manager,

and County Sheriff, or their designees. Any substantial modifications to this Agreement during an annual extension or otherwise shall require written approval of the City and County governing bodies, in addition to the Sheriff.

ARTICLE 15

TERMINATION

15.1 Termination Without Cause

Either party, meaning the County Sheriff, Board of County Commissioners, or City Council, may terminate this Agreement upon three hundred (300) days' written notice.

15.2 Termination for Breach

If either party materially breaches this Agreement, the non-breaching party shall provide written notice describing the alleged breach.

The breaching party shall have thirty (30) days to cure the breach unless otherwise agreed.

15.3 Mutual Termination

This Agreement may be terminated at any time upon mutual written agreement of the parties.

15.4 Financial Obligations

Termination shall not relieve either party of financial obligations accrued before termination.

ARTICLE 16

DISPUTE RESOLUTION

16.1 Good Faith Cooperation

The parties shall attempt to resolve disputes through cooperation and good faith negotiation, which shall initially be addressed at the lowest practicable staff level.

16.2 Administrative Review

Disputes, if not resolved at the lowest practicable staff level, shall first be referred to:

- City Administrator (or designee), acting on behalf of the City Council.

- Undersheriff (or designee), acting on behalf of the County Sheriff.
- County Manager (or designee), acting on behalf of the Board of County Commissioners

for informal resolution.

16.3 Executive Review

If unresolved, disputes shall be elevated to:

- City Council
- Board of County Commissioners
- Sheriff

for further discussion. The parties may also utilize legal counsel, meaning the City Attorney and County Attorney, or designees, for all informal and formal dispute resolution procedures, at any step during the dispute resolution process.

16.4 Mediation

Prior to litigation between the parties to this Agreement, the parties agree to participate in non-binding mediation unless emergency judicial relief is necessary, with an equal share of third-party mediation costs and fees between City and County, and both parties responsible for their own attorney's fees and costs.

16.5 Venue

Any legal action arising from this Agreement shall be filed in a court of competent jurisdiction within the State of Colorado, in the Seventh Judicial District, with both City and County responsible for their own attorney's fees and costs.

ARTICLE 17

GENERAL PROVISIONS

17.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter addressed herein.

17.2 Severability

If any provision is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.3 Assignment

Neither party may assign its rights or obligations under this Agreement without prior written consent of the other party.

17.4 No Third-Party Beneficiaries

Nothing contained herein shall create rights in any third party.

17.5 Authority

Each party represents that it possesses the authority necessary to enter into and perform this Agreement.

17.6 Governing Law

This Agreement shall be governed by the laws of the State of Colorado.

17.7 Notices

All notices required by this Agreement shall be in writing and delivered to the designated representatives identified by the parties, via email, hand delivery, or first-class mail.

17.8 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17.9 Electronic Signatures

Electronic signatures shall be deemed valid and enforceable to the fullest extent permitted by law.

ARTICLE 18

SHERIFF'S AUTHORITY, OPERATIONAL INDEPENDENCE, AND LAW ENFORCEMENT DISCRETION

18.1 Constitutional Authority

The parties acknowledge that the Sheriff is an independent, elected constitutional officer of the State of Colorado possessing powers, duties, and responsibilities established by the Colorado Constitution, Colorado Revised Statutes, and applicable law.

Nothing contained within this Agreement shall be construed to limit, waive, transfer, impair, or otherwise restrict the lawful authority of the Sheriff.

18.2 Operational Independence

The Sheriff shall retain exclusive authority and discretion regarding:

- * Personnel assignments
- * Staffing levels
- * Scheduling
- * Training
- * Supervision
- * Investigations
- * Patrol deployment
- * Emergency response
- * Resource allocation
- * Enforcement priorities
- * Community Policing
- * Policy development

18.3 Personnel Authority

All personnel assigned to perform services pursuant to this Agreement shall remain employees of Ouray County. Nothing in this Agreement shall be construed as any waiver or modification of County employee “at-will” status under applicable law and policy, including but not limited to Sheriff’s Deputies under C.R.S. § 30-10-506 and other law.

The Sheriff shall retain sole authority regarding:

- * Hiring
- * Promotion
- * Discipline
- * Evaluation
- * Assignment
- * Transfer
- * Termination

of Sheriff’s Office personnel.

18.4 Enforcement Discretion

Deputies shall retain full law enforcement discretion as authorized by Colorado law.

Neither the City Council and its members, Mayor, City Administrator, nor any City employee shall direct, require, prohibit, or interfere with any deputy's decision regarding:

- * Arrests
- * Citations
- * Criminal charges
- * Investigations
- * Search warrants
- * Traffic enforcement
- * Emergency response
- * Enforcement actions

18.5 Criminal Investigations

The Sheriff shall retain exclusive authority over criminal investigations conducted by the Sheriff's Office.

The City shall not direct the initiation, continuation, suspension, or closure of any criminal investigation.

18.7 No Agency Relationship

Nothing in this Agreement shall create a principal-agent relationship between the City and the Sheriff's Office.

18.8 Preservation of Authority

If any provision of this Agreement is determined to conflict with the lawful authority of the Sheriff, such provision shall be interpreted to preserve the Sheriff's authority to the maximum extent permitted by law.

ARTICLE 19

TRANSITION REVIEW, SUCCESSION, AND EXIT STRATEGY

19.1 Purpose

The parties acknowledge that this Agreement intends to establish a multi-year (subject to annual renewals, appropriations, and termination herein) law enforcement services arrangement and evaluation period.

19.2 Transition Review

The parties shall conduct an initial and budgetary review as specified in Section 14.3 and 20.2 herein. In addition, no later than March 1, 2028, following a full year of data collection and opportunity to review, the parties shall conduct a comprehensive review of:

- * Service effectiveness
- * Staffing levels
- * Community satisfaction
- * Financial performance
- * Operational outcomes
- * Future service needs

19.3 Future Service Options

Following initial review and subsequent comprehensive transition review, the parties may consider:

- * Renewal of the Agreement
- * Modification of services
- * Transition to a different service model
- * Re-establishment of a municipal police department
- * Other public safety arrangements

19.4 Notice of Intent

If either party intends not to renew the Agreement, written notice shall be provided at least three hundred (300) days before expiration, unless as otherwise agreed upon between the parties. If no notice of termination is provided, and no notice of intent of non-renewal is provided, this Agreement shall renew on an annual basis.

19.5 Continuity of Services

The parties shall cooperate in good faith to avoid interruption of public safety services during any transition period.

19.6 Ongoing Investigations

Investigations initiated during the term of this Agreement shall remain under the authority of the Sheriff's Office unless otherwise required by law.

19.7 Evidence Custody

Evidence collected by the Sheriff's Office shall remain under the custody and control of the Sheriff's Office.

19.8 Records Retention

Records created pursuant to this Agreement shall remain subject to applicable retention schedules and Colorado law.

19.9 Equipment Ownership

Ownership of equipment shall remain with the party owning such equipment unless otherwise transferred by separate written agreement.

19.10 Personnel

Nothing in this Agreement shall require either party to hire, retain, or employ any employee of the other party.

19.11 Transition Plan & Wind Down Provisions

The parties authorize the County to act to the extent necessary to make an effective disposition of the property, equipment, personnel, and assets, and records existing pursuant to this Agreement before, during, and after any notice of non-renewal or termination. For purposes of wind-down, each party agrees that at the request of another party, it will, at any time hereafter, make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by another party in order that any wind-down may be fully performed in accordance with its intent and provisions. Upon notice of non-renewal or termination, the parties shall develop a written transition plan addressing:

- * Service continuity
- * Records and data access and transfers
- * Evidence responsibilities
- * Public communications
- * Special Event coverage
- * Interagency coordination
- * Equipment transfers
- * Potential personnel transfers

19.12 Survival

Records, evidence, liability, and financial obligations shall survive expiration or termination as necessary to satisfy legal requirements.

ARTICLE 20

FUNDING, BUDGET ADJUSTMENTS, AND ANNUAL COST REVIEW

20.1 Purpose

The parties acknowledge that the cost of providing professional law enforcement services may fluctuate during the term of this Agreement.

20.2 Annual Budget Review

No later than September 1 of each year, unless as otherwise agreed upon during the City and County's annual budget processes, representatives of the County and City shall review:

- * Personnel costs
- * Benefits costs
- * Insurance costs
- * Fleet costs
- * Fuel costs
- * Dispatch costs
- * Technology costs
- * Training costs
- * Administrative and overhead costs
- * Equipment costs

20.3 Compensation Adjustments

Compensation may be adjusted based upon:

- * Actual operational costs
- * Approved wage adjustments
- * Benefit increases
- * Consumer Price Index (CPI)
- * Material changes in service levels

20.4 Extraordinary Costs

If extraordinary costs exceed the anticipated budget, the parties shall meet and negotiate in good faith regarding reimbursement or adjustment.

20.5 Budget Documentation

The County shall provide reasonable documentation in support of proposed adjustments upon request.

20.6 TABOR Compliance

The obligations of the parties remain subject to annual appropriation, under C.R.S. § 29-1-110 and other law, and Article X, Section 20 of the Colorado Constitution.

20.7 Failure to Appropriate

If either party fails to appropriate sufficient funds, the parties shall cooperate in good faith to determine whether services may continue at modified levels.

20.8 Audit Rights

Each party shall maintain records sufficient to document expenditures associated with this Agreement and shall make such records available as required by law.

ARTICLE 21

EXHIBITS, ATTACHMENTS, AND INCORPORATED DOCUMENTS

21.1 Incorporation

The following exhibits are incorporated into and made part of this Agreement:

Exhibit A

Annual Compensation Schedule

21.2 Conflict Between Documents

In the event of a conflict between this Agreement and an Exhibit, the provisions of the Agreement shall control unless expressly stated otherwise.

21.3 Modification of Exhibits

Exhibits may be modified by mutual written agreement without requiring amendment of the entire Agreement, as agreed upon by the County Sheriff, County Manager, and City Administrator, or their designees, when such modification does not materially alter the core obligations of either party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement for Full Law Enforcement Services as of the dates indicated below.

COUNTY OF OURAY, COLORADO

BOARD OF COUNTY COMMISSIONERS

By: _____

Chair

ATTEST:

County Clerk and Recorder

Date: _____

OURAY COUNTY SHERIFF'S OFFICE

By: _____

Sheriff Justin Perry

Date: _____

CITY OF OURAY, COLORADO

By: _____

Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM

County Attorney

By: _____

Date: _____

City Attorney

By: _____

Date: _____

CITY OF OURAY RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR
FULL LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF OURAY AND THE
COUNTY OF OURAY.

WHEREAS. The City Council finds that maintaining professional law enforcement services is
essential to the public health, safety, and welfare of the residents and visitors of the City of
Ouray; and

WHEREAS, the City is authorized to enter into intergovernmental agreements pursuant to C.R.S.
§29-1-201 et seq.; and

WHEREAS, the City has determined that contracting with the County of Ouray for law
enforcement services is in the best interests of the City; and

WHEREAS, the parties have negotiated an Intergovernmental Agreement for Full Law
Enforcement Services under which the Ouray County Sheriff's Office shall provide law
enforcement services within the City for a fixed term ending _____;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
OURAY, COLORADO:

Section 1. The Intergovernmental Agreement for Full Law Enforcement Services between the
City of Ouray and the County of Ouray is hereby approved.

Section 2. The City Mayor and Administrator is authorized and directed to execute the
Agreement and any related documents necessary to implement its provisions.

Section 3. City staff, the City Attorney, and the City Administrator are authorized to take such
actions as are reasonably necessary to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20.

CITY OF OURAY, COLORADO

By: _____

Mayor

ATTEST:

City Clerk

COUNTY OF OURAY RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR FULL LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF OURAY AND THE CITY OF OURAY.

WHEREAS. The Board of County Commissioners finds that intergovernmental cooperation promotes efficiency, fiscal responsibility, and effective public safety services; and

WHEREAS, the County is authorized to enter into intergovernmental agreements pursuant to C.R.S. §29-1-201 et seq.; and

WHEREAS, the City of Ouray has requested that the County provide full law enforcement services through the Ouray County Sheriff's Office for a fixed term ending _____; and

WHEREAS, the Board has reviewed the proposed Intergovernmental Agreement and finds that entering into such Agreement serves a valid public purpose and promotes the health, safety, and welfare of the citizens of Ouray County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO:

Section 1. The Intergovernmental Agreement for Full Law Enforcement Services between the County of Ouray and the City of Ouray is hereby approved.

Section 2. The Chair of the Board , County Sheriff, and County Manager are authorized to execute the Agreement and any related documents necessary to implement its provisions.

Section 3. County staff, the County Manager, the County Attorney, and the Sheriff are authorized to take such actions as are reasonably necessary to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20.

BOARD OF COUNTY COMMISSIONERS

By: _____

Chair

ATTEST:

County Clerk and Recorder

Ouray County Sheriff's Office Law Enforcement for the City of Ouray

Personnel and Operating	
Category	Estimate
Salaries and overtime	\$544,313
Benefits (FICA, retirement, health)	\$152,139
Training and travel	\$13,500
Dispatch	\$81,130
Other services and supplies	\$13,853
Equipment and operating	\$124,763
Vehicle leases - 2 units, annual (City donates 4)	\$40,457
Total	\$970,155

Insurance and Central Services	
Workers' Comp	\$21,772.52
Property and Liability Insurance	\$18,000.00
Unemployment Insurance	\$1,270.59
Central Services	\$78,732.47
Total	\$119,776

Share of Compensation for Sheriff and Undersheriff (25%)	
Sheriff — 25% of total compensation	\$42,492.71
Undersheriff — 25% of total compensation	\$37,386.57
Total	\$79,879.28

TOTAL, including one-time start-up	\$1,169,809.59
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One-time start-up costs (included in total above)	\$59,992.86
Recurring annual cost (total less one-time start-up)	\$1,109,816.73

CITY OF OURAY LAW ENFORCEMENT COST ESTIMATES

	ESTIMATE	NOTES
PERSONNEL/EMPL BENEFITS		
SALARIES	518,598.60	2027 uses current payroll rates.
SALARIES - OVERTIME	25,714.29	
FICA	41,639.92	Includes FICA on overtime and on the office administrator
RETIREMENT	25,119.39	Includes retirement on overtime
		2027 rate
HEALTH INSURANCE	85,379.34	
TRAVEL	2,142.86	Per sworn officer (see assumptions below).
TRAINING	11,357.14	Per sworn officer.
TOTAL PERSONNEL/EMPL BENEFITS	709,951.54	
CONTRACTUAL/PROF. SERV.		
COPY MACHINE/FAX LEASE	1,250.00	Fixed - does not change with staffing.
PROFESSIONAL SERVICES	10,000.00	Fixed - does not change with staffing.
		Fixed - does not change with staffing.
DISPATCH SERVICES	81,130.00	
TOTAL CONTRACTUAL/PROF. SERV.	92,380.00	
SUPPLIES		
OFFICE SUPPLIES	888.89	Per position.
OPERATING SUPPLIES	1,714.29	Per sworn officer.
TOTAL SUPPLIES	2,603.17	
OPERATING COSTS		
OFFICE EQUIPMENT	2,000.00	Fixed - does not change with staffing.
		One-time, 2027 only. County's 1/3 of gear the City does not donate (portable radios, body armor, firearms, etc). Per sworn officer.
EQUIPMENT - ONE-TIME START-UP (officer gear, County 1/3 share)	17,142.86	
		One-time only: background investigations per sworn and civilian hire, plus fixed recruiting. Excludes psych, medical and drug screens.
HIRING - ONE-TIME START-UP (recruiting and background checks)	8,800.00	
VICTIM SERVICES EXPENSES	2,368.00	Fixed - does not change with staffing.
OPERATING SERVICES & PROGRAMS	2,500.00	Fixed - does not change with staffing.
DUES/SUBSCRIPTIONS	7,000.00	Fixed - does not change with staffing.
POSTAGE	150.00	Fixed - does not change with staffing.
INVESTIGATION	7,000.00	Fixed - does not change with staffing.
EQUIPMENT REPAIRS/MAINT	3,000.00	Fixed - does not change with staffing.

UNIFORMS, EQUIP., VEH. MAINT., FUEL - RECURRING	37,800.00	Recurring. \$6,300 per sworn officer for fuel, vehicle repairs and tires, uniforms, ammunition and gear replacement. Initial gear is in the one-time line above.
IT EQUIPMENT - ONE-TIME START-UP (MDCs, laptops, routers, monitors, docks)	34,050.00	One-time, 2027 only. From the IT Pricing copy tab: MDCs = sworn officers + 1 backup; routers = sworn officers; 2 station laptops, monitors and docks fixed.
IT SOFTWARE - RECURRING	2,952.00	Recurring. From the IT Pricing copy tab: software per sworn officer at \$492. Cell phones not included (about \$6,552 for 7). IT support is in Central Services.
		City donates 4 vehicles; the County leases the rest (one vehicle per sworn officer).
VEHICLE LEASES - 2 UNITS	40,457.16	
TOTAL OPERATING COSTS	165,220.02	
WORKERS' COMP	\$21,773	Rate x salaries + overtime (calibrated to \$32,000 at full staffing, about 5%).
PROPERTY AND LIABILITY INSURANCE	\$18,000	Per sworn officer (\$32,000 for 7). Based on County cost allocation plan insurance
UNEMPLOYMENT INSURANCE	\$1,271	Rate x salaries + overtime (calibrated to \$1,500 at full staffing).
CENTRAL SERVICES	\$78,732.47	Central services rate (assumptions below) x direct operating cost, based on the County's cost allocation plan. Covers County administration, HR, finance, legal and IT support. Excludes vehicle leases, dispatch, insurance, one-time start-up items and the Sheriff/Undersheriff share.
SUBTOTAL	1,089,930.31	

Share of Compensation for Sheriff and Undersheriff (25%)

SHERIFF - 25% OF TOTAL COMPENSATION \$	42,492.71	Total compensation x City share (assumptions below).
		Total compensation x City share.
UNDERSHERIFF - 25% OF TOTAL COMPENSATION \$	37,386.57	
SUBTOTAL	\$ 79,879.28	
TOTAL WITH ONE-TIME START-UP	\$ 1,169,809.59	
ONE-TIME START-UP COSTS	\$ 59,992.86	Included in the total above: officer gear (County 1/3) + hiring (recruiting and background checks) + IT equipment. 2027 only.
RECURRING ANNUAL COST	\$ 1,109,816.73	Total less one-time start-up. Ongoing annual cost (before compensation and equipment cost/price changes).

VEHICLE ASSUMPTIONS

Vehicles needed (one per sworn officer)	6
Vehicles donated by the City	4
Vehicles leased (needed less donated)	2
Annual lease per patrol vehicle	\$ 20,228.58
Vehicle lease cost (annual, in the 1st year)	\$ 40,457.16

Assumptions on Existing Equipment and Vehicles Provided by the City

- The City donates 4 vehicles, equipped (lights and siren, cage, etc), and 2/3 of officer gear (portable radios, body armor, body cameras, etc).

- The County leases the remaining vehicles (one per sworn officer) at about \$20k a year each.

- Lines marked "per sworn officer" or "per position" change automatically with staffing on the Compensation copy tab; rates are in Scaling Assumptions below.

SCALING ASSUMPTIONS (change here; costs above follow staffing)

Sworn officers (from Compensation)	6	Count of paid positions marked Sworn = Y
Civilian positions (from Compensation)	2	Count of paid positions marked Sworn = N
Total positions	8	
Travel per sworn officer	\$ 357.14	\$2,500 for 7
Training per sworn officer	\$ 1,892.86	\$13,250 for 7
Office supplies per position	\$ 111.11	\$1,000 for 9 positions
Operating supplies per sworn officer	\$ 285.71	\$2,000 for 7
Officer gear, County 1/3 share, per officer	\$ 2,857.14	\$20,000 for 7
Background check per sworn hire	\$ 1,000.00	
Background check per civilian hire	\$ 150.00	
Recruiting and advertising (fixed)	\$ 2,500.00	
Workers' comp rate (% of salaries + benefits)	4.00%	Calibrated to \$32,000 at full staffing (about 5%)
Unemployment rate (% of salaries + benefits)	0.23%	Calibrated to \$1,500 at full staffing
Property and liability per sworn officer	\$ 3,000.00	\$32,000 for 7; exposure is driven by officers and vehicles
Central services rate	10.00%	Applied to the direct cost base in the Central Services line
City share of Sheriff and Undersheriff compensation	25.00%	Change to test a different share
Sheriff total compensation	\$ 169,970.85	Prior 1/3 figure (\$56,656.95) x 3

Axon is only cost for equipment (everything else has?)

\$ 4,571.43

Undersheriff total compensation	\$ 149,546.28	Prior 1/3 figure (\$49,848.76) x 3
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2027 Compensation by Position

Grade	Position	Hours	Hourly	Compensation	FICA	Retirement	Health Insurance	Total Cost	Benefits (Y/N)	Sworn (Y/N)
	Sergeant	2,080	\$42.88	\$ 89,190.40	\$ 6,823.07	\$ 4,459.52	\$ 14,229.89	\$ 114,702.88	Y	Y
	Investigator	2,080	\$38.85	\$ 80,808.00	\$ 6,181.81	\$ 4,040.40	\$ 14,229.89	\$ 105,260.10	Y	Y
	Deputy Sheriff	2,080	\$36.86	\$ 76,668.80	\$ 5,865.16	\$ 3,833.44	\$ 14,229.89	\$ 100,597.29	Y	Y
	Deputy Sheriff	2,080	\$36.86	\$ 76,668.80	\$ 5,865.16	\$ 3,833.44	\$ 14,229.89	\$ 100,597.29	Y	Y
	Deputy Sheriff	2,080	\$36.86	\$ 76,668.80	\$ 5,865.16	\$ 3,833.44	\$ 14,229.89	\$ 100,597.29	Y	Y
	Deputy Sheriff	2,080	\$36.86	\$ 76,668.80	\$ 5,865.16	\$ 3,833.44	\$ 14,229.89	\$ 100,597.29	Y	Y
	Evidence (part-time)	55	\$35.00	\$ 1,925.00	\$ 147.26	\$ -	\$ -	\$ 2,072.26	N	N
	Office Administrator			\$ 40,000.00	\$ 3,060.00	\$ -	\$ -	\$ 43,060.00	N	N
	Additional — Overtime Hours			\$ 25,714.29	\$ 1,967.14	\$ 1,285.71	\$ -	\$ 28,967.14		
	Total			\$ 544,312.89	\$ 41,639.92	\$ 25,119.39	\$ 85,379.34	\$ 696,451.54		

Rates used

Employer FICA	7.65%	
Employer retirement	5.00%	Not applied to the part-time evidence position or the office administrator
Health insurance per benefited position — 2026	\$ 14,089.00	
Health insurance growth to 2027	1.0%	
Health insurance per benefited position — 2027	\$ 14,229.89	
Per-officer allocation (recurring): fuel, vehicle repairs and tires, uniforms, ammunition and gear replacement	\$ 6,300.00	per officer
Overtime per sworn officer	\$ 4,285.71	per sworn officer (\$30,000 for 7)

Sworn officers (positions with pay, Sworn = Y) **6**

Civilian positions (positions with pay, Sworn = N) **2**

Total positions 8

To change staffing: set Hours (or Compensation) to 0 to drop a position, or fill in a row. Counts above drive overtime, gear, hiring, IT, vehicles, supplies, travel, training, insurance and workers' comp on the copy tabs.