



AGENDA DOCUMENTATION

Item 11.2

Meeting Date: March 4, 2025

TO: DURANGO CITY COUNCIL FROM: JOSÉ R. MADRIGAL, CITY MANAGER

SUBJECT RESOLUTION AUTHORIZING THE MAYOR AND POLICE CHIEF TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH ARCHULETA COUNTY REGARDING THE HOUSING OF CITY OF DURANGO SENTENCED OFFENDERS AT THE ARCHULETA COUNTY DETENTION CENTER.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution with Archuleta County regarding the housing of the City of Durango sentenced offenders at the Archuleta County Detention Center.

BACKGROUND SUMMARY:

City staff and staff with the Archuleta Sheriff's Office and County Attorney have developed the following proposed Intergovernmental agreement allowing Durango to house sentenced offenders at the Archuleta County Detention Center. Under the proposed agreement, the Archuleta County Sheriff retains discretion in determining whether to accept an inmate based on security classification, medical needs, and overall facility capacity. Although Archuleta County will have physical custody of the inmates, legal custody remains with Durango. The City is required to provide all necessary inmate records before transfer, and inmates housed at the facility will be subject to Archuleta County's jail policies and procedures.

The proposed agreement establishes a daily rate of \$110 per inmate, which may be adjusted annually. It outlines the services included in this rate, such as meals, security, and access to medical care. Additional billable services include medical treatments, mental health care, and inmate transportation when necessary. The City of Durango remains responsible for transporting inmates outside Archuleta County and medical expenses beyond routine care. Billing will be conducted monthly, and payment is required within 30 days.

The agreement has an initial term of two years, with an option to renew for an additional two years. Either party may terminate the agreement with 14 days' notice. Archuleta County reserves the right to return any inmate to Durango for reasons such as behavioral issues or reclassification. Additionally, the City of Durango assumes responsibility for all legal proceedings or records requests involving its inmates while they are housed in Archuleta County. Both parties maintain their independent legal status, with each responsible for its own employees and insurance obligations under the agreement.

STRATEGIC PLAN ALIGNMENT:

Safety and Quality of Life.

ALTERNATIVE OPTIONS CONSIDERED:

Staff attempted to reach a new agreement with La Plata County but could not achieve this. While the proposed agreement costs \$110 per day, the rate offered by La Plata County was significantly higher, at \$198.08 per day.

FISCAL IMPACT:

The budget for the housing of municipal inmates is included in the 2025 Budget.

POTENTIAL ADVERSE IMPACTS:

Aside from the need to transport offenders to and from Archuleta County, there are no adverse impacts. Historically, there have been 3-4 offenders a year sentenced in municipal court. With the lower cost of housing them compared to what the county offered, all expenses are expected to be recouped through these savings.

NEXT STEPS AND TIMELINE:

After the City Council approves and executes it, the proposed agreement will be presented to the Archuleta County Board of County Commissioners for final approval.

RESOLUTION R- 2025-0023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DURANGO, COLORADO, AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURANGO AND ARCHULETA COUNTY FOR THE HOUSING OF SENTENCED OFFENDERS AT THE ARCHULETA COUNTY DETENTION CENTER.

WHEREAS, the City of Durango is authorized under C.R.S. § 29-1-201 et seq. and Article XIV, § 18 of the Colorado Constitution to enter into intergovernmental agreements with other governmental entities to cooperatively provide services and facilities; and

WHEREAS, the City of Durango operates a municipal court pursuant to Colorado Constitution Article XX, Section 6 and C.R.S. § 13-10-104, which has the authority to impose jail sentences on individuals convicted of violating the City's ordinances; and

WHEREAS, the Archuleta County Detention Center has available capacity to house sentenced offenders from Durango under the custody and oversight of the Archuleta County Sheriff; and

WHEREAS, the City of Durango and Archuleta County have negotiated an Intergovernmental Agreement (IGA) under which Durango will pay \$110 per inmate per day for housing sentenced offenders, with the option for annual rate adjustments, and will be responsible for additional medical and transportation costs as outlined in the agreement; and

WHEREAS, the City Council of Durango finds that entering into this IGA is in the best interests of the City, ensuring the proper housing of sentenced offenders while maintaining compliance with state and local regulations;

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

1. The Intergovernmental Agreement (IGA) between the City of Durango and Archuleta County for the housing of sentenced offenders at the Archuleta County Detention Center, in the form attached hereto, is hereby approved.
2. The Mayor of the City of Durango is hereby authorized and directed to execute the IGA on behalf of the City of Durango.
3. The Chief of Police of the City of Durango is hereby authorized and directed to execute the IGA and take any necessary administrative actions to implement its terms.
4. The City Manager and other appropriate staff are hereby authorized to take such additional actions as necessary to carry out the terms and intent of this Resolution.
5. This Resolution shall be effective immediately upon its passage and approval.

Approved and adopted this 4th day of March 2025.

CITY OF DURANGO,
COLORADO

By:

Mayor

ATTEST:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY COUNCIL OF
THE CITY OF DURANGO, COLORADO AND THE BOARD OF COUNTY
COMMISSIONERS OF ARCHULETA COUNTY, COLORADO REGARDING
THE HOUSING OF CITY OF DURANGO SENTENCED OFFENDERS AT THE
ARCHULETA COUNTY DETENTION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the CITY COUNCIL OF THE CITY OF DURANGO, COLORADO, a home rule municipality of the State of Colorado (referred to hereinafter as “City of Durango”), and the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, a political subdivision of the State of Colorado (referred to hereafter as “Archuleta County.”)

RECITALS

A. The City of Durango and Archuleta County have the authority to act cooperatively and also have the authority and capacity to enter into this Agreement pursuant to C.R.S. §29-1-201 *et seq.* and Article XIV, § 18 of the Colorado Constitution.

B. Pursuant to C.R.S. § 17-26-101, Archuleta County maintains a jail for the detention, safekeeping, and confinement of persons and prisoners (hereafter the “Archuleta Jail”), which is managed by Sheriff Mike Le Roux (“Sheriff Le Roux”).

C. C.R.S. §17-26-102 appoints Sheriff Le Roux as the keeper of the Archuleta Jail.

D. C.R.S. §17-26-103 requires Sheriff Le Roux to receive and safely keep every person duly committed or placed in the Archuleta Jail.

E. Pursuant to Colorado Constitution Article XX, Section 6 and C.R.S. § 13-10-104, the City of Durango has created a municipal court to hear and try violations of its ordinances. This court has the authority to sentence persons to jail time for violation of such ordinances (“Sentenced Durango Offenders”) as set forth in the City of Durango’s Code of Ordinances.

F. Archuleta County has extra capacity at the Archuleta Jail and is willing to contract with the City of Durango to house Sentenced Durango Offenders in the Archuleta Jail pursuant to the terms of this Agreement.

H. The City of Durango is willing to rent bed space from Archuleta County at the Archuleta Jail for Sentenced Durango Offenders under the terms and conditions of this Agreement, until such time as it is able to house such inmates in La Plata County or at a different facility of its own choosing.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. Criteria for Acceptance of Sentenced Durango Offenders: Sheriff Le Roux reserves the right to not house a Sentenced Durango Offender at any time and for any reason. The City of Durango shall provide all pertinent and required inmate records to Sheriff Le Roux prior to a Sentenced Durango Offender's placement in the Archuleta Jail. Generally, Sheriff Le Roux will accept or reject physical custody of a Sentenced Durango Offender based on the following criteria:

- a. Only Sentenced Durango Offenders,
- b. Availability of space at the Archuleta Jail;
- c. Security classification of the Sentenced Durango Offender;
- d. If the Sentenced Durango Offender suffers from physical or mental health problems requiring care beyond the abilities of Archuleta County to provide within the Archuleta Jail; or,
- e. Housing of ~~the~~ Sentenced Durango Offender is not in the best interests of Archuleta County.

Any Sentenced Durango Offender accepted for housing in the Archuleta Jail will be held under a courtesy hold. While the Archuleta Jail will have physical custody of any Sentenced Durango Offender housed at the Archuleta Jail, legal custody of any such Sentenced Durango Offender shall at all times remain with the City of Durango.

Sheriff Le Roux and Archuleta Jail personnel may also review the files of any Sentenced Durango Offender prior to acceptance, and such files shall be provided by the City of Durango to the extent the City of Durango has possession or access to such files, to determine the following:

- a. Current classification level;
- b. Current charges;
- c. History of incidents while incarcerated;
- d. Medical history, which will be maintained in compliance with federal and state law including the requirements of the Health Insurance Portability and Accountability Act;
- e. Threat levels; or,
- f. Criminal history.

In the event Archuleta County does not agree to house a Sentenced Durango Offender, Sheriff Le Roux, after being fully informed by Archuleta County detention staff, shall notify Chief Current of such rejection by telephone prior to the transportation of such inmate to the Archuleta Jail or, if the Sentenced Durango Offender is already detained in the Archuleta Jail, the City of Durango shall relocate such Sentenced Durango Offender within twenty-four (24) hours of such notification by Sheriff Le Roux, unless otherwise agreed.

2. Daily Rate: The City of Durango shall pay Archuleta County a daily rate ("Inmate Charge") for each Sentenced Durango Offender ("Bed Space Day") housed at the Archuleta Jail. The Inmate Charge shall be one hundred and ten (\$110.00). The Inmate Charge may adjust annually on January 1st of each year. The day a Sentenced Durango

Offender arrives at the Archuleta Jail shall count as one full Bed Space Day. The day a Sentenced Durango physical custody is transferred back to the City of Durango from the Archuleta Jail shall not count as one Bed Space Day. In the event a Sentenced Durango Offender arrives and departs the Archuleta Jail on the same day, it shall count as one Bed Space Day for billing purposes.

3. Services Provided: The Inmate Charge for each Bed Space Day shall include the following services:

- a. Security, housing and control within the Archuleta Jail;
- b. Meals;
- c. Uniforms;
- d. Bedding and linens;
- e. Use of the recreational and law library;
- f. Use of recreational facilities;
- g. Inmate on-site visitations; and,
- h. Access to and participation in Archuleta Jail training and treatment programs.

4. Billable Services: Archuleta County will provide the following services to the Sentenced Durango Offenders at its discretion, and the City of Durango shall be responsible for paying for or reimbursing Archuleta County for these services in an amount equal to Archuleta County's cost of providing or obtaining such services:

- a. Routine medical, mental health and dental care, including but not limited to over-the-counter medication, prescriptions, sick calls and doctor's visits that can be accommodated at the Archuleta Jail;
- b. Transporting Sentenced Durango Offenders to any venue located within Archuleta County but only if City of Durango personnel are not able or are unavailable to provide such transport; however, transport of Sentenced Durango Offenders for services located outside of Archuleta County will be the sole responsibility of the City of Durango; and,
- c. Any other services not expressly mentioned in Paragraph 3 above.

If a Sentenced Durango Offender requires hospitalization or other care that cannot be accommodated at the Archuleta Jail, the Archuleta County Sheriff will transport a Sentenced Durango Offender to and from a medical facility for medical treatment or emergency medical treatment. In the event the Sentenced Durango Offender's stay at the medical (or any) facility exceeds 3 hours, the City of Durango will be notified and will be responsible for security of the Sentenced Durango Offender until (s)he is returned to the Archuleta Jail. The City of Durango is responsible for paying for such care directly. The City of Durango shall reimburse Archuleta County for all costs incurred under Section 4 from the date any Sentenced Durango Offender arrives at the Archuleta Jail, regardless of the date this IGA is signed and executed by the parties.

5. Billing Procedures: Archuleta County shall submit an invoice to the City of Durango on a monthly basis detailing the number of Bed Space Days, as set forth in

Paragraph 2, and any Billable Services, as set forth in Paragraph 4. The City of Durango shall submit payment of such sums within thirty (30) days thereafter.

6. Number of Durango Inmates: The City of Durango need not provide a minimum number of inmates to the Archuleta Jail per month under this Agreement; however, there will be no more than six (6) Sentenced Durango Offenders housed at the Archuleta Jail at any one time. The City of Durango may utilize the benefits of this Agreement as the City of Durango deems necessary.

7. Responsibility for Care, Custody and Control of Durango Inmates:

- a. Archuleta County and Sheriff Le Roux shall have all authority necessary for the care, custody and control of Sentenced Durango Offenders while such inmates are housed in the Archuleta Jail or while being transported by Archuleta County personnel. While housed at the Archuleta Jail or while being transported by Archuleta County personnel, the Sentenced Durango Offenders will be subject to all of Sheriff Le Roux's and Archuleta Jail's policies, rules, and regulations, including disciplinary procedures, as they currently exist and as they may be subsequently adopted or amended.
- b. Archuleta County shall make certain that court-imposed sentences and other orders pertaining to Sentenced Durango Offenders housed at the Archuleta Jail are faithfully executed, and shall maintain a complete file of all records, communications, and other written materials related to the Sentenced Durango Offenders, which shall be provided to the City of Durango upon request. The City of Durango shall provide Archuleta County with any and all documents relating to Sentenced Durango Offenders needed to maintain a complete file for each inmate housed at the Archuleta Jail, including but not limited to court orders, medical information and restraining orders.
- c. The City of Durango shall be responsible for transporting and providing all necessary security for Sentenced Durango Offenders to and from the Archuleta Jail and all other venues, unless otherwise agreed.
- d. Sentenced Durango Offenders shall not be granted furloughs or leaves and shall not be assigned to work outside the Archuleta Jail without prior written consent of Chief Current and so ordered by a Court of competent jurisdiction.
- e. While within the Archuleta Jail, City of Durango personnel agree to fully abide by and comply with all applicable Archuleta Jail rules, regulations, and procedures.

8. Return Policy: Archuleta County and Sheriff Le Roux reserve the right to return physical custody of any Sentenced Durango Offender housed at the Archuleta Jail to the physical custody of the City of Durango and Chief Current at any time and for any reason, at the sole expense of the City of Durango, whereupon the City of Durango shall

be responsible for transporting and housing said inmate at another facility. At no time will Archuleta County or Sheriff Le Roux have the responsibility to transport any returned Sentenced Durango Offender back to the City of Durango or to any other location, unless otherwise agreed. Likewise, the City of Durango may retrieve any Sentenced Durango Offender housed at the Archuleta Jail at any time and for any reason. Generally, Archuleta County or Sheriff Le Roux may return a Sentenced Durango Offender to the physical custody of the City of Durango and Chief Current under the following circumstances:

- a. Sentenced Durango Offender is about to complete his or her sentence;
- b. Sentenced Durango Offender is set to be released from legal custody by means of posting bail or by court order;
- c. Sentenced Durango Offender becomes a management problem for Sheriff Le Roux;
- d. Sentenced Durango Offender receives new criminal charges or convictions that reclassify the inmate to another custody level beyond the capabilities of the Archuleta Jail; or,
- e. Sentenced Durango Offender commits a criminal offense while housed at the Archuleta Jail.

If a Sentenced Durango Offender is scheduled for release pursuant to Section 8.a. or 8.b. above, or for any other reason, Archuleta County shall transfer physical custody of the Sentenced Durango Offender back to the City of Durango, who shall then transport the Sentenced Durango Offender from the Archuleta Jail back to the City of Durango. The City of Durango agrees to make all reasonable efforts to communicate and coordinate the transfer of physical custody of any Sentenced Durango Offender so as to reduce the number of trips the City of Durango personnel need to make between the Archuleta Jail and the City of Durango. No Sentenced Durango Offender will be released directly from the Archuleta Jail other than directly to a City of Durango employee within the confines of the facility's sally port for transportation back to the City of Durango. Under no circumstances will a Sentenced Durango Offender be released from the Archuleta Jail into the general populous of Archuleta County or Pagosa Springs, CO.

9. Notification: Sheriff Le Roux shall timely notify Chief Current in the event of the following circumstances:

- a. Significant injury of a Sentenced Durango Offender, including any injury that may require hospitalization;
- b. Escape, attempted escape or conspiracy to escape of a Sentenced Durango Offender;
- c. Death of a Sentenced Durango Offender;
- d. Any emergency situation involving a Sentenced Durango Offender; or,
- e. Any other situation involving a Sentenced Durango Offender for which Sheriff Le Roux, in his sole discretion, believes should be communicated to the City of Durango and Chief Current.

10. Term: The terms of this Agreement shall be for a period of two (2) years. However, the City of Durango may elect to renew this Agreement for an additional two (2)

year period by giving prior written notice to Archuleta County at least sixty (60) days before the expiration of the initial term. This Agreement may be canceled or terminated by either party upon fourteen (14) days advance written notice. Upon termination of the Agreement, each party shall be released from all further liability and obligations hereunder except for those arising under Paragraph 11 below, which shall continue beyond the termination of this Agreement.

11. Responsibility for Legal Proceedings: In the event legal proceedings are brought against Archuleta County or Sheriff Le Roux by a Sentenced Durango Offender, or by any other entity by virtue of, or arising out of the housing of Sentenced Durango Offender at the Archuleta Jail, or performance of any other services pursuant to this Agreement, the City of Durango shall pay all costs associated with the Archuleta County's and Sheriff Le Roux's defense as if the legal proceeding was filed against the City of Durango or Chief Current, except for any claims against Archuleta County or Sheriff Le Roux for gross negligence or willful, wanton or intentional misconduct. Such costs shall include but not be limited to all attorney's fees, expenses and court costs. In addition, the City of Durango shall be responsible for the payment of any penalties, judgments or settlements required of Archuleta County or Sheriff Le Roux, and the costs of any corrective action ordered as a result of such legal proceedings.

12. Responsibility for Records Requests: In the event that a records request under the Colorado Open Records Act ("CORA") or the Colorado Criminal Justice Records Act ("CCJRA") is submitted to Archuleta County or Sheriff Le Roux regarding a Sentenced Durango Offender, the City of Durango, Chief Current or both shall be deemed the official custodian of such records and shall take full responsibility in responding to such a records request. Any legal proceeding that may result from a records request under CORA, CCJRA or both are subject to the terms and conditions set forth in Paragraph 11. Archuleta County agrees to assist the City of Durango in searching for and providing documents within the scope of a records request; however, the City of Durango shall reimburse Archuleta County for the actual costs incurred in providing such assistance.

13. Status of Parties: The parties agree that the status of Archuleta County shall be that of an independent political subdivision and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of Archuleta County is an officer, employee, loaned employee, or agent of the City of Durango for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. The parties further agree that the status of the City of Durango shall be that of an independent home rule municipality and it is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the City of Durango is an officer, employee, loaned employee, or agent of Archuleta County for purposes of unemployment compensation, workers' compensation, governmental immunity or for any purpose whatsoever unless otherwise provided herein. Each party acknowledges that it remains fully responsible for any and all obligations as the employer of its officers or other personnel, including, among other things, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers compensation, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance, or contract.

14. Insurance: The parties are public entities within the meaning of the Colorado Governmental Immunity Act (CGIA), §24-10-101, *et seq.*, C.R.S., as amended. The parties agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* Therefore, at all times during the term of this Agreement, including any renewals or extensions, the parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet Liability, Commercial General Liability and Auto Liability. The parties agree to name each other and their elected and appointed officials, employees and volunteers as additional insureds on their liability insurance relating to provision of services under this agreement. This obligation shall survive the termination of this Agreement for a period of six (6) years.

15. Notice: All notices, requests, demands, and determinations (individually a “Notice”) required under this Agreement (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email.

- a. Each Notice shall be addressed to the appropriate person at the receiving Party (“Addressee”) at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.
- b. Notice hereunder is only effective if the requirements of this section have been strictly fulfilled, and Notice was actually received by the Addressee.
- c. If a Notice that otherwise fulfills the requirements of this section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the occurrence of such rejection, refusal or undeliverability.

For City of Durango:	For Archuleta County:
Brice Current Durango Chief of Police 990 E. 2nd Durango, CO 81301 Ph: (970) 375-4700 Fx: (970) 375-4718 Email: ?	Mike Le Roux Archuleta County Sheriff 85 Harman Park Drive Pagosa Springs, CO 81147 Ph: (970) 264-8430 Fx: (970) 264-8400 Email: mleroux@archuletacounty.org
Jose R. Madrigal Durango City Manager 949 E. 2 nd Ave Durango, CO 81301	Jack Harper Archuleta County Manager 398 Lewis Street P.O. Box 1507

Ph: (970) 375-5005 Fx: ? Email: ?	Pagosa Springs, CO 81147 Ph: (970) 264-8300 Fx: (970) 264-8306 Email: jmharper@archuletacounty.org
---	---

16. General Provisions:

- a. The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado.
- b. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- c. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon the continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.
- d. Archuleta County hereby agrees that it will fully comply to the best of its ability with all applicable federal, state and local laws, governmental regulations and lawful orders of a court of competent jurisdiction with regard to the operation of the Archuleta County Jail and the treatment of Sentenced Durango Offender housed therein.
- e. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.
- f. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Agreement.
- g. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.

- h. The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.
- i. Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.
- j. Each Party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.
- k. The captions of this Agreement are for convenience only, are not part of the Agreement, and do not in any way limit or amplify its terms and provisions.
- l. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- m. This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Clerk to the Board

Veronica Medina, Chair

(SEAL)

CITY COUNCIL
CITY OF DURANGO, COLORADO

Clerk to City Council

Jessika Buell, Mayor

DURANGO CHIEF OF POLICE

Brice Current, Chief

ARCHULETA COUNTY SHERIFF

Mike Le Roux, Sheriff