

**INTERGOVERNMENTAL AGREEMENT
FOR INMATE DETENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 11th day of September, 2024, by and between Fremont County, Colorado, a political subdivision of the State of Colorado, party of the first part and hereinafter referred to as ("Fremont") and Custer County, Colorado, a political subdivision of the State of Colorado, party of the second part and hereinafter referred to as ("Custer").

RECITALS

WHEREAS, Fremont is a political subdivision of the State of Colorado; and

WHEREAS, Custer is a political subdivision of the State of Colorado; and

WHEREAS, the Constitution and statutes of the State of Colorado, particularly Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into contracts which may be of mutual benefit of both parties; and

WHEREAS, in accordance with Colorado Revised Statutes Section 29-1-203, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

WHEREAS, both political subdivisions are authorized by law to operate a jail; and

WHEREAS, Custer desires to enter into an agreement under which inmate/detainee housing services will be furnished to Custer by and through the Fremont County Sheriff's Office; and

WHEREAS, the Fremont County Sheriff agrees to furnish such inmate/detainee housing services to Custer; and

WHEREAS, both parties desire to reduce governmental expenditures while at the same time furnishing adequate services to the taxpayers; and

WHEREAS, the Board of County Commissioners of Custer County, Colorado, has authorized the execution of the Agreement between the parties; and

WHEREAS, the Board of County Commissioners of Fremont County, Colorado, has authorized the execution of the Agreement between the parties.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. The term of this Agreement shall be for two (2) years from January 1st, 2025 2025 through January 1st, 2027, unless sooner terminated as provided for herein.

2. Fremont, through the Fremont County Sheriff's Office, shall furnish to Custer certain services as follows:

SECTION 1 – GENERAL INFORMATION

1.1 **Scope of Work.** The Fremont County Sheriff shall provide safe and secure detention for adult inmates where care, control, concern and program/services can be executed through programs and services in accordance with the specific tasks as outlined herein and facility policy and procedures.

1.1.1. **Purpose.** The Fremont County Sheriff will assist the Custer County Sheriff by providing housing within the Fremont County Adult Detention Facility, for adult inmates who have been arraigned and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of criminal violations occurring in Custer County, within the jurisdiction of the Custer County Sheriff. The Fremont County Sheriff will provide JMAT programs and services to those inmates that are classified to receive programming and care. The Fremont County Sheriff will also ensure inmates have access to medical care. The Fremont County Sheriff shall provide transports and accountability of these activities occurring as outlined herein, except where indicated as the sole responsibility of the Custer County Sheriff.

2.2 Fremont County Sheriff Personnel

2.2.1 The Fremont County Sheriff shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.

2.2.2 The facility administrator or alternate shall have full authority to act for the Fremont County Sheriff on all agreement matters relating to the operation of this agreement.

2.2.3 The facility administrator shall be available to discuss issues relating to the agreement with authorized government officials specific to this agreement.

2.2.4 The Fremont County Sheriff shall have sufficient staff at all times to perform the function relating to the security, custody, and supervision of inmates in accordance with best practices for supervision.

2.2.5 The Fremont County Sheriff shall conduct criminal record checks for all employees in accordance with facilities policies, at a minimum a fingerprint check.

2.2.6 The Fremont County Sheriff shall ensure employees are qualified and trained in accordance with facility policy.

2.3 Quality Control

- 2.3.1. The Fremont County Sheriff shall administer and manage the facility in a professional and responsible manner, consistent with legal requirements.
- 2.3.2. The Fremont County Sheriff shall make available any inspection, evaluation or monitoring reports to the Custer County Sheriff, staff or representatives. Some of these inspections include but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results and or other program review results.

2.4 Quality Assurance

- 2.4.1. The Custer County Sheriff, staff or representatives reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

2.5 Standards Compliance

- 2.5.1. The Fremont County Adult Detention Facility shall comply with local Environmental Health and Safety Standards.
- 2.5.2. The Prison Rape Elimination Act of 2003 and final Standards will be used in accordance with local, County, city, state or federal standards associated to the Fremont County Adult Detention Facility.

2.6 COST FOR SERVICES

- 2.6.1. The cost of housing adult Custer County inmates/detainees shall be based on current cost of daily care, which may be reviewed and updated from time to time, consistent with cost of care studies conducted. *The current daily rate for housing Custer County inmates in the Fremont County Detention Facility will be \$120.00. This daily cost will be reviewed annually.*
- 2.6.2. Payment will be made for the day of the arrival but not the day of departure.
- 2.6.3. All costs associated with detainee transportation shall be borne by the Custer County Sheriff. Detainee transportation to and/or from the Fremont County Adult Detention Center shall be facilitated by the Custer County Sheriff. Should the Fremont County Sheriff agree to transport Custer inmates to or from Custer County, those costs shall be billed at actual time traveled, round trip, leaving and returning to the Fremont County Adult Detention Center. An hourly rate of \$50.00 per hour per deputy and a flat mileage fee of \$45.00 round trip shall be assessed.
- 2.6.4. The booking fee shall be \$15.00 for each new/initial booking.
- 2.6.5. Cost for medical expenses, to include but not limited to professional visits and prescription medication, shall be borne by the Custer Sheriff. This does not include weekly medical

care (nurse call) provided by the Fremont County Adult Detention Facility medical staff. Medical expenses will be billed by the current Health Care contractor for Fremont.

- 2.6.6 If the Custer detainee/inmate is responsible for cost of medical expenses, Custer shall be required to pay Fremont and then may pursue any collection efforts against the Custer detainee/inmate for reimbursement to Custer.
- 2.6.7 *The Fremont County Sheriff will transport Custer County inmates to and from a medical facility for medical treatment or emergency medical treatment. In the event the inmate's stay at the medical facility exceeds 8 hours the Custer County Sheriff will be notified and will be responsible for security of the inmate until (s)he is returned to the Fremont County Detention Facility.*

2.7 RESPONSIBILITIES OF THE PARTIES

2.7.1 Fremont County Sheriff shall:

- 2.7.2 Provide facilities to house Custer inmates/detainees, to include medical screening of the inmate/detainee at the time of booking.
- 2.7.3 Provide Custer inmates/detainees access to Fremont County Adult Detention Facility medical staff as provided to all other inmates/detainees at the facility.
- 2.7.4 Provide Custer inmates/detainees access to medical appointments outside of the Fremont County Adult Detention Facility, as determined necessary by Fremont County Adult Detention Facility medical staff, as approved by Custer Sheriff.
- 2.7.5 Provide Custer inmates/detainees access to emergent care as necessary, with notification to Custer Sheriff as soon as practicable.
- 2.7.6 Provide Custer Sheriff with timely updates of Custer inmate/detainee status within the facility, to include census reporting and monthly invoicing for inmate/detainee incarceration days.

2.7.7 Custer County Sheriff shall:

- 2.7.8 Provide all inmate/detainee transportation to and/or from Custer jail, Custer courts and/or other appearances/appointments in Custer County.
- 2.7.9 Provide sufficient biographical information, legal basis supporting detention/incarceration for each Custer inmate/detainee held at the Fremont County Adult Detention Center, including information for inmates/detainees regarding any current medical and mental health concerns at the time of transportation and booking.
- 2.7.10 Remove reported management issue inmates from the Fremont County Detention Center

within 48 hours of notification by Fremont.

SECTION 3 - INDEMNIFICATION, LIABILITY, AND INSURANCE

- 3.1 Fremont assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Custer Sheriff, Custer or its officers, agents, employees, and representatives, pursuant to this agreement.
- 3.2 Custer assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the Fremont County Sheriff, Fremont or its officers, agents, employees, and representatives pursuant to this agreement.
- 3.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 3.4 Nothing in this Intergovernmental Agreement is intended to alter the parties' insurance obligations toward their employees or others.
- 3.5 Fremont County and Custer County are both political subdivisions of the State of Colorado and entitled to such protections of governmental immunity as provided for by law. No term or condition of this Agreement shall be construed or interpreted as a waiver by either County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

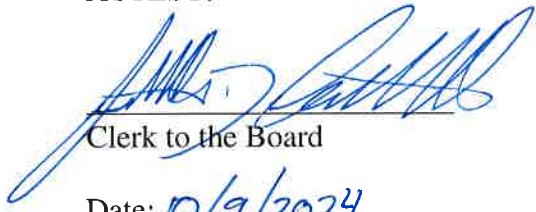
SECTION 4 – TERMINATION

- 4.1 This Agreement expires two years from date of execution. Either party may terminate this Agreement for convenience at any time if written notice of termination is provided to the other party sixty (60) days in advance of the termination date. In such event, Custer shall compensate Fremont through the effective date of termination for the unit or pro rata price for services performed and Fremont County Sheriff will continue to perform until the termination date occurs. Either party may terminate this Agreement if the other party defaults or breaches any provision in this Agreement and the defaulting or breaching party does not cure such default or breach after written notice from the party asserting default or breach within thirty (30) days or other reasonable time as mutually agreed by the parties. The parties recognized that this Agreement could be construed as a multi-year financial obligation prohibited by Section 20 of Article X of the Colorado Constitution (TABOR). Therefore, in the event that either party fails to appropriate necessary funds to carry out its obligations under this Agreement for any fiscal year, this Agreement shall be deemed terminated and neither party shall have any further rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Fremont County Board of Commissioners, Custer County Board of Commissioners, Fremont County Sheriff's Office and the Custer County Sheriff have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
FREMONT COUNTY, COLORADO

ATTEST:


Clerk to the Board

Date: 10/9/2024

By: 
Duane McFall, Chair
Duane

Date: 10-9-24

FREMONT COUNTY SHERIFF'S OFFICE

By: 
Allen Cooper, Fremont County Sheriff

Date: 10/02/2024



BOARD OF COUNTY COMMISSIONERS
CUSTER COUNTY, COLORADO

ATTEST:


Clerk to the Board

Date: 09-11-24

By: 
Kevin V. Day, Chair

Date: 09-11-24

CUSTER COUNTY SHERIFF'S OFFICE

By: 
Lloyd Smith, Custer County Sheriff

Date: 09-11-24

