

**MUTUAL AID AGREEMENT CONCERNING LAW ENFORCEMENT COVERAGE BETWEEN THE
TOWN OF ERIE COLORADO, AND THE BOULDER COUNTY SHERIFF'S OFFICE.**

THIS AGREEMENT, dated this ____ day of _____, 2017 is entered into between the Town of Erie, Colorado and the Boulder County Sheriff's Office.

Whereas, Section 29-1-203 and 30-11-410 CRS, permit municipal and county governments to enter into cooperative agreements for the provision of services by the other agency; and

Whereas, Section 29-5-103 and 29-5-104 CRS, allow for the temporary assignment of peace officers to other jurisdictions, and the request for temporary assignment of peace officers from another jurisdiction; and

Whereas, each of the parties provides law enforcement services within its own area of jurisdiction and geographic boundaries, utilizing Colorado POST certified peace officers; and

Whereas, portions of the Town of Erie are in Boulder County, and other portions of the Town of Erie are in Weld County and outside the jurisdictional boundaries of the Boulder County Sheriff's Office; and

Whereas, the Boulder County Sheriff's Office and Erie Police Department share common radio frequencies and dispatchers; and

Whereas, the Town of Erie Police Department participates in a regional SWAT team and Drug Task Force with Boulder County; and

Whereas, Boulder County Sheriff's Office and Erie Police Department peace officers frequently assist each other, cover each other on calls for service, and respond to emergency calls in place of the other when our own officers are not immediately available because of distance or call-load; and

Whereas, because of geographic considerations, Boulder County Sheriff's Deputies are frequently closer to the Town of Erie to render assistance than deputies may be from Weld County; and

Whereas, each agency recognizes the mutual benefit and utility of assisting the other and the advantage of a mutual aid agreement; and

WITNESSETH:

Now therefore, in consideration of the mutual promises herein below contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Terms and Conditions:

It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties in the provision of services provided herein, this Agreement does not authorize any Party, (or the employee of any Party), to act for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal, said goal being to provide for sufficient law enforcement coverage for the Town of Erie Colorado (in both Boulder County and Weld County), and the unincorporated areas of Boulder County in and around the Town of Erie Colorado.

This Agreement will operate as follows:

- a. The Erie Police Department is responsible for responding to incidents in the Town of Erie. The Boulder County Sheriff's Office is responsible for responding to incidents in unincorporated Boulder County.
- b. If reasonably available, the Erie Police Department agrees to respond to emergency calls, cover sheriff's deputies on contacts and calls, and assist with high priority calls for service in unincorporated Boulder County, in geographic proximity to the Town of Erie, upon the request of a Boulder County Sheriff's Deputy. The Erie Police Department shall notify the Boulder County Sheriff's Office of any serious criminal incident occurring in unincorporated Boulder County, and shall turn over primary responsibility for investigation of said incident to a deputy sheriff as soon as one becomes available.
- c. If reasonably available, the Boulder County Sheriff's Office agrees to respond to emergency calls, cover Erie police officers on contacts and calls, and assist with high priority calls for service in the Town of Erie, upon the request of an Erie Police Officer. The Boulder County Sheriff's Office will notify the Erie Police Department of any serious criminal incident occurring in the Town of Erie, and will turn over primary responsibility for investigation of said incident to an Erie police officer as soon as one becomes available.
- d. In the event the Erie Police Department Command Staff or the Erie Police Department is no longer able to provide police services for the Town of Erie, the Boulder County Sheriff's Office shall, in the discretion of the Sheriff or his designee, based on availability of Boulder Sheriff's Office staff, provide such command services and/or police services for the Town of Erie upon request from the Town of Erie Administrator, Mayor or Board of Trustees. The Boulder County Sheriff's Department's priorities in providing such services for the Town of Erie shall be life-safety calls. The Boulder County Sheriff's Department shall continue to provide such services as described herein on a temporary basis until informed by the Town of Erie that a suitable acting staff or police force has been appointed by the Town of Erie and that such services are no longer needed from the Boulder County Sheriff's Office.

- e. No individual employee of the Boulder County Sheriff's Office is authorized to perform the functions of the Erie Police Department, nor is any individual employee of the Erie Police Department authorized to perform the functions of the Boulder County Sheriff's Office, absent a specific request to do so, or a pre-existing written agreement, (e.g. this Agreement, Boulder County Drug Task Force Agreement).
- f. When acting upon a specific request for assistance, Erie Police Officers will be acting under full color of authority, as Colorado Certified Peace Officers, while responding in unincorporated Boulder County. Boulder County Sheriff's Deputies will be acting under full color of authority, as Colorado Certified Peace Officers while responding in the Town of Erie.
- g. When Erie Police Officers or Boulder County Sheriff's Deputies respond to a scene pursuant to the terms of this agreement, they shall work under the general oversight and supervision of the requesting agency of jurisdiction, pursuant to C.R.S §29-5-103. However, they shall continue to adhere to the policies and procedures of their home agency.
- h. Each agency is responsible for the compensation of their own employees, provision of workers compensation insurance and other benefits, liability coverage, and all other costs associated with the activities of their employees while acting under the terms of this agreement. (Exceptions may be negotiated on a case by case basis for long-term or special events, which may be eligible for reimbursement with prior consent and agreement between the parties).

2. Term and Termination.

This Agreement shall be in effect as the date of the first-above written and shall continue in effect indefinitely. Any party to this Agreement may terminate its involvement at any time after serving fifteen (15) days advance written notice to the other party.

3. Relationship of Parties.

The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. Officers assigned under this mutual aid agreement shall be considered and shall remain employees of their respective law enforcement agency at all times and for all purposes under this Agreement.

4. Colorado Governmental Immunity Act.

No party shall be liable under this Agreement for the actions of the other's employees and agents. By agreeing to this provision, the Parties do not waive or intend to waive, the limitations on liability which are provided to Parties under the Colorado Governmental

Immunity Act, C.R.S §24-10-101, et seq. The provisions of C.R.S §29-5-108 shall not apply to activities conducted pursuant to this Agreement.

5. No Third Party Beneficiaries.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

6. No Assignment.

Each Party covenants and agrees that it will not assign this Agreement or any interest or part thereof or any right or privilege pertinent thereto without the prior written consent of all other Parties first having been obtained.

7. Fund Availability.

Financial obligations of the Parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. Governing Law.

The law of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this Agreement.

9. Paragraph Captions.

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10. Entire Agreement.

This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms of conditions of this Agreement shall be valid unless reduced to writing and signed by all parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, which shall be effective upon the first date above written.

AUTHORIZATION:

Joseph K. Pelle, Sheriff
Boulder County

Kimberly A. Stewart, Police Chief
Town of Erie

APPROVAL:

Cindy Domenico, Chair
Board of County Commissioners
Boulder County

Tina Harris, Mayor
Town of Erie

ATTEST:

Town Clerk

Date