

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT MUTUAL AID

This Intergovernmental Agreement for Law Enforcement Mutual Aid ("Agreement"), is entered into as of the ___ day of _____, 20___, by and between the City of Edgewater, Colorado ("Edgewater"), and the Town of Mountain View, Colorado ("Mountain View"), together referred to herein as the Parties.

RECITALS

- A. Each Party operates a municipal police department and employs sworn personnel duly authorized to act as peace officers throughout the state of Colorado, certified by the Colorado Peace Officers Standards and Training Board pursuant to Part 3, Article 31, Title 24, C.R.S.;
- B. The Parties recognize the duty of such officers to enforce the laws of their respective jurisdictions and of the state of Colorado in the performance of their duties;
- C. The Parties further recognize the need to aid and assist other area law enforcement agencies, in both emergency and non-emergency situations, and to request and receive such aid from other agencies, when appropriate and necessary;
- D. The Parties wish to define and clarify their respective roles and responsibilities when providing and receiving such aid, as further set forth herein; and
- E. The Parties are authorized to enter into this intergovernmental agreement pursuant to C.R.S. § 29-1-201, et seq., and C.R.S. § 29-5-104(1).

NOW THEREFORE in consideration of the mutual promises, covenants and considerations contained herein, the sufficiency of which are acknowledged and confessed, the Parties agree as follows:

1. Types of Aid Authorized: For purposes of this Agreement, law enforcement mutual aid ("Mutual Aid") is categorized as follows:
 - a. Emergency Mutual Aid: Each Party is authorized pursuant to C.R.S. § 29-5-104 to request aid from the other Party in response to an emergency situation within its jurisdiction ("Emergency Mutual Aid"). For purposes of this Agreement, the Parties agree that Emergency Mutual Aid means the provision of assistance in response to large-scale or unusual threats or disasters that pose an immediate and credible risk of injury, death or significant loss of property.
 - b. Non-Emergency Mutual Aid: Subject to the terms of this Agreement, each Party may request assistance from or provide assistance to the other Party in response to routine calls for service, needs for back-up or support officers that exceed the requesting Party's capacity or to provide any other law enforcement function that does not fall within the scope of Emergency Mutual Aid ("Non-Emergency Mutual Aid").

2. Request and Approval:

- a. Emergency Mutual Aid: In accordance with C.R.S. § 29-5-104, a request for Emergency Mutual Aid shall be made by the Chief of Police of the requesting Party to the Chief of Police of the responding Party. If the Chief of Police of the responding Party approves the request, he or she shall immediately dispatch the requested resources to the requesting Party's jurisdiction.

If the Chief of Police of the responding Party is not immediately available to consider an Emergency Mutual Aid request, such request may be made to the Commander or other next-in-command ranking officer of the responding Party. The Commander or officer receiving the request shall assess the request and, if appropriate, immediately dispatch the requested resources. The Commander or officer shall contact the Chief of Police as soon as possible to seek final approval of the Emergency Mutual Aid. The Chief of Police of each Party retains the final authority to approve Emergency Mutual Aid. If the Chief of Police of the responding Party does not approve the request, any resources dispatched by the responding Party shall be immediately recalled.

- b. Non-Emergency Mutual Aid: A shift supervisor of either Party may request Non-Emergency Mutual Aid from the shift supervisor of the other Party. A shift supervisor of either Party may offer Non-Emergency Mutual Aid to the shift supervisor of the other Party. If the responding Party's shift supervisor approves the request or the receiving Party accepts the offer, the responding Party's shift supervisor shall send resources as determined appropriate. If a shift supervisor is unavailable for a Party, the highest ranking officer available for such Party may act as the shift supervisor for purposes of this subsection. Additionally, either Party may request Non-Emergency Mutual Aid through dispatch. Each Party recognizes and agrees that the provision of Non-Emergency Mutual Aid resources is at the sole discretion of the responding Party and that each Party remains primarily responsible to its own jurisdiction. Non-Emergency Mutual Aid resources may be withdrawn at any time as the demands of the responding Party require.
- c. The Parties agree that any officer who "self-dispatches" to the other jurisdiction in a manner not authorized by this Section 2 is acting outside the scope of this Agreement and that, in the event of such "self-dispatch," the Party that employs the self-dispatching officer shall remain responsible and liable for the acts of its own employees, consistent with applicable law.

3. Officer Response: An officer responding to an approved request for Mutual Aid shall report to the shift supervisor of the requesting Party, if available, or to the primary officer or other on-scene responsible officer of the requesting Party if the requesting Party's shift supervisor is not immediately available. Each Party agrees that it shall use its best efforts, given all the facts and circumstances of the moment, to make a shift supervisor available to assume direct supervision and control over an officer provided by a responding Party pursuant to this Agreement.

4. Supervision: Upon reporting to the requesting Party as required by Section 3 of this Agreement, a responding officer shall be deemed under the direct supervision and control of the requesting Party. Each Party agrees that it shall assume control over and responsibility

for responding officers, except as provided elsewhere in this Agreement, when it requests and receives Mutual Aid. A requesting Party shall release all officers providing Mutual Aid as soon as practical, given all the facts and circumstances. A responding officer shall return to his or her jurisdiction immediately upon being released by a requesting Party.

5. Costs; Reimbursements:

- a. Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from the other Party, except for third-party reimbursements as provided under subsection b. below.
- b. Each Party agrees to reasonably pursue third-party reimbursement for costs and expenses associated with each Mutual Aid incident occurring within its jurisdiction for which such reimbursement may be available, by way of example only and not by way of limitation, state and federal reimbursements associated with emergency disaster relief and hazardous materials incidents. A Party receiving such third-party reimbursement for a Mutual Aid incident shall, upon receipt of the funds, share the same with the responding Party in a fair and equitable manner based on the Parties' relative documented expenses associated with the incident.

6. Reports and Record-Keeping: An officer providing Mutual Aid under this Agreement shall generate a supplemental report or other document in association with his or her activity and provide a copy of the same to the requesting Party, consistent with the policies and procedures of his or her employing agency. It shall be and remain the responsibility of the Party employing an officer who generates any report or document arising out of the provision of Mutual Aid under this Agreement to act as the custodian of such record in accordance with the Colorado Criminal Justice Records Act, Part 3, Article 72, Title 24, C.R.S.

7. Liability: Officers of a responding Party shall be and remain officers and employees of the responding Party, and no such officer shall have any claim or right to compensation, pension or other benefit of employment with respect to the requesting Party. The Parties agree that a requesting Party shall not assume any liability for the direct payment of salary, wage or other form of compensation to an officer of a responding Party, nor for any compensation or indemnity to a responding officer for any injury or illness suffered by such officer arising out of services provided under this Agreement.

A Party receiving Emergency Mutual Aid shall be responsible for liability arising from the negligent or otherwise tortious acts of officers employed by the Party providing such aid *unless* such liability arises from an act or omission of a responding officer that is: (a) contrary to or outside the scope of the direction provided by the requesting Party; (b) outside the scope of his or her employment; or (c) willful and wanton or an intentional tort. A requesting Party shall not be responsible for liability arising out of any of the events described in subsections (a) through (c) of this paragraph. The Parties agree that this provision is expressly intended to contractually reallocate the liability for damages provided under C.R.S. § 29-5-108.

In the case of Non-Emergency Mutual Aid, each Party shall remain responsible and liable for the acts of its own employees, consistent with applicable law.

8. Insurance: Each Party shall, during the term of this Agreement and any renewals and extensions thereof, maintain the following types of insurance coverage in the amounts indicated:

- a. Comprehensive and liability coverage in the initial minimum amounts of \$350,000/\$990,000, and thereafter in such amounts equal to or in excess of the limitation on judgments established by the Colorado Governmental Immunity Act. Such coverage shall insure the common inclusions of premises operations, products/completed operations, contractual liability, independent contractors, broad form property damage and personal injury.
- b. Professional liability insurance coverage in the initial minimum amounts of \$350,000/\$990,000, and thereafter in such amounts equal to or in excess of the limitation on judgments established by the Colorado Governmental Immunity Act.
- c. Automobile insurance liability coverage in the initial minimum amounts of \$350,000/\$990,000, and thereafter in such amounts equal to or in excess of the limitation on judgments established by the Colorado Governmental Immunity Act.
- d. Worker's compensation insurance, pension, disability and unemployment insurance, of the type and in the amounts that are required by law.

9. Term: The term of this Agreement shall commence on the date first noted above and run through December 31, 2015. This Agreement shall automatically renew for additional one-year terms, without limitation, unless terminated as provided below.

10. Termination: This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days prior written notice to the other.

11. Notices: Except as otherwise provided herein, all notices permitted or required under this Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly given when actually placed in the United States mail first class postage prepaid, or personally delivered to the other Party, addressed to them at the addresses appearing on the signature page hereof. Each Party, by written notice to the other, may specify any other address for the receipt of such notices.

12. No Third-Party Beneficiaries: The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating thereto, 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 person or entity not a party to this Agreement. It is the express intent of the Parties that any person or entity other than the named Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. Applicable Law and Venue: This Agreement shall be interpreted in all respects in accordance with the laws of the state of Colorado. Venue for any court proceeding related to this agreement shall be proper and exclusive in the District Court for Jefferson County, Colorado.

14. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties on the subjects contained herein. This Agreement may be

modified or amended only by a duly authorized written instrument executed by both Parties hereto.

15. Approval; Binding Effect: In accordance with C.R.S. § 29-1-203(1), this Agreement shall not become effective unless and until it has been approved by the governing bodies of both Parties. Upon such approval, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successor governing bodies.

16. No Joint Venture; No Agency: This is an Agreement for the provision of services. This agreement does not create a joint venture between the Parties, nor does it constitute either Party as an agent of the other.

17. Waiver: The waiver of any breach of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party either of the same or of another provision of this Agreement.

18. Severability: The invalidation of any provision of this Agreement, or of any paragraph, sentence, clause, phrase or word herein, or in the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

19. Governmental Immunity: The Parties, and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties, their officers, attorneys, or employees.

WHEREFORE, the Parties have executed this agreement as of the date here first set forth above.

CITY OF EDGEWATER

By: _____
Todd Riddle, Mayor Pro Tem
2401 Sheridan Blvd.
Edgewater, CO 80214

ATTEST:

By: _____
Elizabeth A. Hedberg, MMC
City Clerk

TOWN OF MOUNTAIN VIEW

By: _____
Jeff Kiddie, Mayor

ATTEST:

By: _____
Linda Jackson, Town Clerk